

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON DIVISION**

**CHERI MICHELLE EDENS, and others
similarly situated,**

Plaintiff,

Civil Action No: 2:22-cv-00101

v.

Hon. Thomas E. Johnston

**CEBRIDGE ACQUISITION, LLC,
CEQUEL III COMMUNICATIONS I, LLC,
CEQUEL III COMMUNICATIONS II, LLC,
& ALTICE USA,**

Defendants.

**AFFIDAVIT OF WILLIAM HEBERER IN SUPPORT OF DEFENDANTS' MOTION TO
COMPEL ARBITRATION AND TO STAY LITIGATION**

State of New York)
) ss.
County of Nassau)

PERSONALLY APPEARED BEFORE THE UNDERSIGNED AUTHORITY,
WILLIAM HEBERER, who after first having been duly sworn, does hereby depose and state
under oath the following based on his own personal knowledge:

1. I submit this affidavit in support of Defendants' Motion to Compel Arbitration and
to Stay Litigation. The statements made in this affidavit are based on my personal knowledge,
review of records kept in the ordinary course of business, and/or information brought to my
attention by individuals upon whom I regularly rely. If called as a witness, I could and would
testify to their truth.

2. I am employed by Altice USA, Inc. ("Altice") as Senior Vice President, Legal. In
that role, I am familiar with the terms and conditions governing the relationship between Altice

and its customers who receive voice, television, and/or internet services through the Suddenlink brand or Optimum brands, as well as where those terms are located on the Suddenlink website.¹

3. The terms and conditions governing the relationship between Altice (and its related corporate entities providing service through the Suddenlink brand, collectively “Suddenlink”) and Suddenlink customers are located on Suddenlink’s website. Since August 2022, customers who previously received service under the Suddenlink brand instead receive service under the Optimum brand, and the terms and conditions governing the relationship between Altice and Optimum customers are located on Optimum’s website.

4. The contractual relationship between Altice/Suddenlink and residential customers who receive any Suddenlink services is governed by the Residential Services Agreement (“RSA”), which contains general terms of service applicable to all services, as well as additional terms and conditions relating to each particular service. The contractual relationship between Altice/Optimum and residential customers who receive any Optimum services is governed by the Residential General Terms and Conditions, which contains general terms of service applicable to all services, as well as additional terms and conditions relating to each particular service.

5. Attached as **Exhibit A** is a true and correct copy of the July 20, 2022 version of Suddenlink’s RSA, as it appeared on the Suddenlink website and currently appears on the Optimum website (at <https://www.optimum.com/legacy-suddenlink-residential-services-agreement>). Attached as **Exhibit B** is a true and correct copy of the October 1, 2021 version of Suddenlink’s RSA as it appeared on the Suddenlink website. That version of the RSA was in effect until it was replaced by the July 2022 version. Attached as **Exhibit C** is a true and correct

¹ As of August 1, 2022, the services previously provided by defendants under the Suddenlink brand are now provided under the Optimum brand. I continue to use the term “Suddenlink” for ease of reference.

copy of the September 19, 2019 version of Suddenlink's RSA as it appeared on the Suddenlink website. That version of the RSA was in effect until it was replaced by the October 2021 version.

6. Attached as **Exhibit D** is a true and correct copy of the July 20, 2022 version of the Optimum Residential General Terms and Conditions, as it appeared on the Optimum website. Attached as **Exhibit E** is a true and correct copy of the current version of the Optimum Residential General Terms and Conditions, as it appears on the Optimum website.

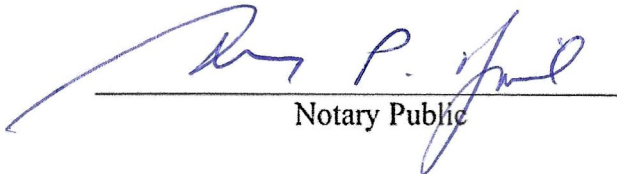
FURTHER THE AFFIANT SAYETH NAUGHT.



William Heberer

SUBSCRIBED AND SWORN to
before me this 4th day of
~~November~~, 2023.

December



Notary Public

Amy P. Pfail
Notary Public State of New York
Reg. No. 01PF0006279
Qualified in Nassau County
Commission Expires April 26, 2027

EXHIBIT A

Residential Services Agreement

Customer ("You" or "Customer") agrees to be bound to this Residential Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"), other than those provided by Suddenlink Security. The Agreement includes the general terms of service set forth below, as well as the additional terms of service applicable to the specific Suddenlink Services and features to which you subscribe or have access, including the cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service"), support services and mobile apps, as are set forth below or at www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the [Suddenlink Communications Privacy Policy](#), ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. For purposes of clarity, "Services" as defined herein excludes any services or equipment provided by Suddenlink Security, which are covered by a separate agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICES

1. Payment of Charges. The charges for one month of Services, including any deposits, activation, installation and Equipment charges, are due upon installation of the Services or such other date as agreed by Suddenlink and You. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges) and other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. For instance, Customer will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Subscriptions: Your monthly subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s).

You may cancel Service(s) up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period, provided, however, that West Virginia Video customers may select an earlier cancellation date in accordance with applicable law. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

2. Additional Fees. In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities

are required to recover past due balances, including attorney fees. A list of applicable fees ("Schedule of Fees") is available at www.suddenlink.com/pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

3. Third Party Provider Charges. In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

4. Taxes. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

5. Early Termination Fees. If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Suddenlink any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink Communications and you agree to pay such fees.

6. Right to Make Credit Inquiries. Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.

7. Security Deposits. Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit and/or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

8. Disputed Charges. Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

9. Adjustments or Refunds. Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:

- a. due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service;
- b. due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities;
- c. due to the failure or malfunction of Customer-owned equipment or third party equipment;
- d. during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
- e. during a period in which Customer continues to use the Service on an impaired basis;
- f. during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or

g. due to circumstances or causes beyond the control of Suddenlink.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

10. Equipment and Software. Unless Suddenlink expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location(s) by or on behalf of Suddenlink ("Equipment"), network facilities, and software installed or provided by Suddenlink remains the property of Suddenlink, except that all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer, shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Customer will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Customer's residence or premises.

a. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. The Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time.

g. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Customer is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Customer and Suddenlink. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

11. Prohibitions.

a. **Residential Use.** The Services provided under this Agreement are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. Suddenlink shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.

b. **Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

12. Customer Liability for Users. Customer must be at least eighteen years of age to subscribe to Services. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's Services (each, a "User") understand and comply with all terms and conditions applicable to the Services.

13. Access to Customer Premises. Customer grants Suddenlink and its employees, agents, contractors, and representatives the right to access and otherwise enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Suddenlink provided Software. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof.

14. Violations of this Agreement: It shall be a violation of this Agreement for Customer or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

- a. Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed;
- b. Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
- c. Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service;
- d. Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent;
- e. Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
- f. The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

15. Termination. Suddenlink may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Customer or a User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law.

16. Effect of Termination by Suddenlink: Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Suddenlink shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

17. Content and Services: All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

18. Disclaimer: Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

19. Telephone Communications With You Regarding Your Account or Service: You agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <https://www.suddenlink.com>.

20. No Waiver. The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

21. No Assignment. This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Suddenlink affiliates.

22. No Warranty; Limitation of Liability. Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Suddenlink Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

If Customer resides in a state which laws prevent Customer from taking full responsibility and risk for Customer's use of the Services and/or Equipment, Suddenlink's liability is limited to the greatest extent allowed by law.

23. Indemnification. Customer agrees to defend, indemnify and hold harmless the Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

24. Binding Arbitration. Please read this section carefully. It affects your rights.

a. **Agreement to Arbitrate Disputes.** Any and all disputes arising between You and Suddenlink, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. **Opting Out of Arbitration.** IF YOU HAVE BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU.

IF YOU BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR SUDDENLINK ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: ALTICE SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, SUDDENLINK ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY SUDDENLINK WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

c. **Pre-Arbitration Process.**

(i) **Notice Of Dispute.** A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) Your name; (2) the account number and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Suddenlink to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a Notice of Dispute form from our website at [Suddenlink.com/NoticeofDispute](https://www.suddenlink.com/NoticeofDispute). Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Suddenlink will send any Notice of Dispute to You at the billing address on file with the account.

(ii) **60 Day Wait Period.** Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). You and an Suddenlink legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Suddenlink has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, you may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The

submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. **Commencing an Arbitration.** To commence an arbitration, You must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

e. **Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief and compliance with the requirements of Sections 24.c and 24.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, if Suddenlink initiates an arbitration, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

g. **Mass Arbitration Procedures.** If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. You agree to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that

Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. **Waiver of Class and Representative Actions.** **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then You and Suddenlink agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

j. **Amendments to this Arbitration Provision.** Notwithstanding any provision in the Agreement to the contrary, You and Suddenlink agree that if Suddenlink makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between You and Suddenlink, including disputes or claims that arose prior to the effective date of the amendment. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must cease use of all Service(s) within 30 days and notify Suddenlink that You are canceling this Agreement.

k. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

25. **Governing Law.** Subject to Section 24 h. above, this Agreement shall be governed by the laws of the state of New York.

26. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

29. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

30. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and [Acceptable Use Policy \("AUP"\)](#), the work/service order presented to You at time of installation ("Service Order") and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

31. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email

or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, wallad garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check his or her postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Effective: July 20, 2022

ADDITIONAL TERMS OF SERVICE FOR VIDEO SERVICE. Customer understands and agrees that se of the Video Service is subject to the following additional terms of service ("Additional TV Terms"), which are incorporated into the Agreement:

1. **Third Party Apps.** In addition to providing video programming and video-related services, and interactive television services, certain Equipment provided in connection with the Video Services, including the Altice One/Altice One Mini ("Altice One Equipment") and Suddenlink digital cable box, may include or provide access to services, software or applications that are licensed, sold and/or provided to You by Third Party Providers ("Third Party App(s)"). Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be deemed to apply to any Third Party Apps and Your use of a Third Party App is subject to the terms and conditions of the license agreement between you and the licensor of that Third Party App. Customer acknowledges and agrees that Customer shall only use Third Party Apps on the Altice One Equipment that are authorized by Suddenlink.

2. **Voice Search.** Customer understands and agrees that when interacting with the Voice Search feature of the Altice One Equipment, we may collect and use information regarding your use of the Altice One Equipment. Customer understands and agrees that this information may include voice search data which may be transferred within the United States and/or other countries for storage, processing and/or use by Suddenlink's third party vendors.

3. **Use of Services.** The programs, content and other service provided through Suddenlink's Video Service must be utilized for use solely at the Customer 's residence, for purposes limited to other authorized activities and display on no more than the number of workstations/receivers at the Customer Locations as disclosed on the Service Order, provided that Customer may not directly or indirectly charge any fee as a condition to viewing the Service and that the Video Service is not duplicated, redistributed or accessed in violation of any applicable law.

4. **Programming.**

a. Notwithstanding anything to the contrary herein, the Suddenlink Video Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. In no event shall Suddenlink be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Suddenlink's reasonable control. Customer acknowledges and agrees that it has no right to receive, and Suddenlink has no obligation to provide, any particular programming service or channel as part of Suddenlink's Video Service and that Customer is not entering into this agreement or purchasing Suddenlink's Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of Suddenlink's Video Service.

b. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Suddenlink and a third party programmer, Suddenlink shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Customer's sole recourse in such an event shall be termination of the Suddenlink Video Service. The provisions of this paragraph shall not apply to programming to which a Customer subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Customer shall only be entitled to a pro rata credit of amounts pre-paid for the specific programming to which Customer subscribes on an a la carte basis.

5. **Content.** Customer understands and agrees that by using the Video Service, Customer or Users may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

6. **Security.** Suddenlink has no obligation to track the Video Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Video Services and/or to protect Suddenlink, its cable television system, Services, Equipment and/or Customers.

7. **Signal Level.** To maintain legal requirements for minimal signal levels at Customer's terminal, no more than one television or cable programming viewing device may be connected to a single cable receptacle.

8. **Additional Features, Functionality and Tools:** Altice may occasionally offer additional service features, functionality and tools, such as Altice One App, Suddenlink2GO, Cloud DVR or introduce tiers of service for existing features, such as Cloud DVR storage tiers. These features, functions, tools, and tiers of service may be further subject to specific terms of use and subject to change or removal at any time by Altice.

9. **Suddenlink Rights.** Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Suddenlink Video Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Suddenlink Video Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Suddenlink Video Service, you have the right to cancel your Service. Your continued receipt of the Suddenlink Video Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: August 24, 2020

ADDITIONAL TERMS OF SERVICE FOR HIGH SPEED INTERNET SERVICES. Customer understands and agrees that use of the High Speed Internet Service, which may include internet access services, on line video services, e-mail services, e-commerce, online content, features and other online services under the control of Suddenlink or its affiliates, is subject to the following additional terms of service ("Additional Internet Terms"), which are incorporated into the Agreement:

1. **Authorized Connections.** Suddenlink agrees to provide Customer with the number and type of High Speed Internet Service connection(s) at the Customer Locations as stated on the Service Order. Customer shall not exceed the number, types or location of such authorized connections.

2. **Minimum Equipment.** Customer agrees that the Customer Equipment utilizing the High Speed Internet Service must meet the minimum computer requirements outlined in the informational literature Suddenlink has provided and as may be amended from time to time. If Customer proceeds with the installation of or uses the High Speed Internet Service utilizing Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), Customer agrees that (i) Customer will not be entitled to customer support from Suddenlink relating to any issues other than the quality of the signal delivered to the Customer's receptacle, and (ii) Customer understands and agrees that Customer may not be able to successfully install, access, operate, or use the High Speed Internet Service with the Non-Recommended Configuration. CUSTOMER ACKNOWLEDGES THAT ANY INSTALLATION, ACCESS, OPERATION OR USE OF NON-RECOMMENDED CONFIGURATIONS COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE, OR DATA. NEITHER SUDDENLINK NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

3. **Upgrades.** Customer acknowledges that the Equipment is merely a means through which the High Speed Internet Service is provided by Suddenlink and may be removed or changed by Suddenlink at its discretion as it deems appropriate, including through "uploads" to Customer's computer(s) or otherwise. Whether the cable modem is owned by Customer or Suddenlink, Suddenlink shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Suddenlink, in its sole discretion, determines it is necessary or desirable. Customer assumes all responsibility for any degradation in or problems from the failure to upgrade. Suddenlink does not represent, warrant or covenant that installation and modifications of peripheral devices, including Network cards, computer equipment, software, computer files and other system configuration files necessary to operate the High Speed Internet Service will not disrupt or delay the normal operations of Customer's computer device(s) or associated equipment. Suddenlink shall have no liability whatsoever for any loss, damage or outage resulting from the above. Upon Customer request and, at Suddenlink's sole discretion, for an additional charge, Suddenlink or its agents may install certain software, an extra cable receptacle, a cable modem and associated equipment for operation of the High Speed Internet Service. If installed by Suddenlink, Suddenlink shall use reasonable efforts to install the High Speed Internet Service to a fully operational status.

4. **Back-Up.** Customer agrees to either back-up all existing computer files prior to installation of any Equipment to Customer's computing device or accept sole responsibility for lost or damaged files, data or programs. In all events, Suddenlink shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

5. **Acceptable Use Policy.** Customer shall comply with all of Suddenlink's standards for acceptable use with respect to the High Speed Internet Service and other Services and shall refrain from any illegal and/or inappropriate activities, including without limitation as outlined in the AUP. The AUP will be updated from time to time and the latest version will supersede all prior versions. Please click here for the most updated [AUP](#).

6. **Effect of Termination.** Following the termination of Customer's High Speed Internet Service account for any reason, Suddenlink is authorized to delete any files, programs, data, e-mail addresses and e-mail messages associated with such account. Such deletion may include Customer forfeiting his/her account user names, all e-mail, IP and web space addresses.

Any incoming e-mail to Customer's canceled account will not be forwarded to another account. Suddenlink shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

7. Network. Suddenlink utilizes a network that allows bi-directional access to the Internet. The network is not intended to protect Customers from hackers, viruses or other harmful elements that may result from participation in High Speed Internet Services, and as such, Customer should not rely on the network to provide such protection. Suddenlink may run third party virus check software or other protection measures over its network to scan e-mails or Internet activity; however, Suddenlink does not represent, warrant or covenant that such software will detect, repair or correct any or all viruses or other harmful code or software.

8. E-mail. Customer must adhere to the e-mail policies provided in the AUP. As part of the subscription to High Speed Internet Services, Customer will be provided with the ability to set up mail addresses for the number of e-mail addresses specified on Customer's Service Order. Customer is responsible for the set-up and proper usage of these addresses. All e-mail accounts within Customer's account are limited to 2.5 gigabytes of total storage space on the network, which can be apportioned across Customer's email account via the email preferences section. Suddenlink reserves the right to modify, delete or correct any accounts that exceed the megabyte limitation, and modify the size of Customer's storage space, at Suddenlink's sole discretion and without notice. To preserve e-mail for longer periods, Customer can set its e-mail account so that e-mail is automatically stored on Customer's computer's hard-drive when Customer opens it. Please check the Help section on Customer's e-mail access program (e.g., Outlook Express). Suddenlink reserves the right to place additional limitations on Customer's e-mails on the Suddenlink network, including without limitation, maximum message size, maximum number of recipients per message, and maximum number of messages per server connection. Suddenlink reserves the right to reclaim any and all inactive e-mail addresses and accounts from Customer at Suddenlink's sole discretion and without notice, whether such are inactive as a result of the termination or cancellation of High Speed Internet Service regardless of the reason for such cancellation or termination, or inactive as a result of a lack of access by Customer to the account and/or e-mail address for a period of ninety (90) days or greater. An email account is deemed active if: (1) Customer logs in to the Suddenlink website and navigates to the email inbox, or opens or sends an email message within 90 days of Customer's last email activity; (2) auto-forwarding of Customer's email is active within the prior 90 days; or (3) Customer logs in to their email account through an email client within 90 days of Customer's last login. If the foregoing activity is not found, the email account is deemed inactive, and all email content in the account is subject to deletion. Any inactive email account and the email contents are permanently deleted and unrecoverable from Suddenlink's servers. Suddenlink reserves the right to modify, delete, or otherwise correct any accounts that exceed either limitation as well as the right to modify any related retention periods.

9. Computer Security. Suddenlink may provide, offer for sale or subscription, or otherwise make available, software or services for e-mail filtering, anti-virus scanning and other e-mail security solutions for the convenience of Customers. Suddenlink shall not be responsible for nor have any liability with regard to the e-mail that Customer or its authorized Users receive, nor for any loss or filtered e-mail, nor for the failure to prevent virus delivery or infection. Suddenlink Parties are not responsible or liable for the forwarding or inability to forward e-mail sent to any other e-mail account. E-mails sent to suspended or terminated accounts may be returned to sender, ignored, deleted or stored temporarily at Suddenlink's sole discretion.

10. Personal Web Pages and Content. Customer may create personal web pages. Customer may not use the High Speed Internet Service for commercial or business purposes. On such personal web pages, Customer can design, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. Customer is solely responsible for any information, materials or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Suddenlink and its affiliates reserve the right to refuse to post and/or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

11. Accuracy of Content. Customer understands and agrees that by using the High Speed Internet Service, Customer and/or User may be exposed to materials or content that is offensive, indecent, sexually explicit, objectionable, or that may violate federal, state or local laws, rules or regulations or may violate the protected rights of the Customer or others. Customer also understands that the technical processing and transmission of the High Speed Internet Service, including Customer's content or material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content, access to such content or material by Customer or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the High Speed Internet Service. Customer acknowledges that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such programs.

12. Scheduled Service Repair, Maintenance or Upgrade. Suddenlink may from time to time schedule Service repair, maintenance or upgrades to provide Customer with High Speed Internet Service. Customer shall not receive High Speed Internet Service credits for such scheduled repairs, maintenance or upgrades. If there is a known and unscheduled High Speed Internet Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Suddenlink, upon prompt notification of such failure to interruption by Customer, may provide Customer with a pro-

rata credit relating to such failure or interruption. Suddenlink Parties will not be liable for any direct, incidental or consequential damages or losses from any interruption in High Speed Internet Service.

13. Changes to High Speed Internet Services. Suddenlink may also, at any time and in its sole discretion, without notice, change, add to or remove portions of the High Speed Internet Service (including, without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity, and protocol filtering) and/or institute or otherwise change rates, fees and charges for the High Speed Internet Service. Suddenlink may notify Customer of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems, and/or browser bulletins, or walled garden (browser interruption). Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your High Speed Internet Service, you have the right to cancel your High Speed Internet Service. Your continued receipt of the High Speed Internet Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

14. Service Usage. Suddenlink has no obligation to track High Speed Internet Service usage of Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system and/or network certain usage, usage patterns and/or selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the High Speed Internet Service and/or to protect Suddenlink, its cable television system, network, Services, Equipment and/or Customers.

15. Network Integrity. Suddenlink reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying access to malicious domains, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.

16. Internet Access Speeds. Customer agrees that actual Internet speeds that are experienced at any time will vary based on a number of factors, including the capabilities of Customer's computer equipment, Internet congestion, the performance of network servers and routers, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management [tools and techniques](#) employed by Suddenlink.

17. Bandwidth, Data Storage and Other Limitations. Customer agrees to comply with Suddenlink's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by Suddenlink from time to time. Suddenlink's High Speed Internet Service may include a specific allowance of bandwidth consumption for use during each of your monthly billing cycles at no additional charge. Consumption of bandwidth in excess of the allowance will be charged an additional amount at the rates stated on your bill. Unused amounts of the bandwidth allowance expire at the end of your monthly billing cycle and do not carry over to subsequent billing cycles. It is your responsibility to secure your personal network, and monitor and manage your bandwidth usage, which you may check using the online usage monitor available through your individual account at www.suddenlink.net. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in Suddenlink's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Suddenlink's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.

18. Sole Risk. Use of the High Speed Internet Services provided by Suddenlink, in addition to third-party products or services provided by or accessed through the High Speed Internet Service or the Internet is at Customer's sole risk and Customer acknowledges that the High Speed Internet Services are provided "**AS IS**." Accordingly, any information sent through or over the network is sent at Customer's sole risk.

19. Customer Security. When Customer's computer device is connected to a cable modem, it constitutes a "local" segment of the network. All of Customer's traffic to or from this local segment will be reflected by the cable modem in an unencrypted format onto the network (unless separate encryption technology is utilized) and will be subject to eavesdropping by third parties. Further, through the use of file and print sharing features, third parties outside of Customer's premises may be able to access Customer's computer devices across the network and access Customer's software, files and data. Any Customer who chooses to subscribe to Suddenlink's High Speed Internet Services and enables capabilities such as file sharing, print sharing or other capabilities that allow third party computer access, does so at his/her own sole risk. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Suddenlink Parties shall not be liable or responsible for any unauthorized sharing, access, eavesdropping or any associated risks.

20. Additional Terms for Suddenlink-provided Wireless Router/Gateway and Wireless Access Point. Suddenlink-provided wireless routers, gateways, managed access points and Altice One devices (with built-in router/gateway) (each, a "Suddenlink Router/Gateway") are available to certain Customers and provide wireless access to the High Speed Internet Service within the Customer's residence ("Home Network"). Suddenlink Router/Gateways come programmed with certain default settings and configurations for the Home Network. Customers may modify certain of the default settings and configurations on the Suddenlink Router/Gateway although Suddenlink recommends maintaining the default configuration and settings. Suddenlink does not guarantee the security of the Suddenlink Router/Gateway and Customer's connection to the High Speed Internet Service via the Home Network. Customer understands and agrees that Customer is solely

responsible for the security of his/her Home Network. Suddenlink Router/Gateways are preconfigured to distribute hotspots for additional Suddenlink wireless networks in addition to the Home Network, including Altice WiFi (each, a "Suddenlink Network Hotspot"). Suddenlink Network Hotspots are separate from the Home Network and are accessible by Optimum/Suddenlink internet customers, Optimum Mobile customers and certain other authorized users. The Home Network is encrypted and has separate security settings from the Suddenlink Network Hotspots. Customer understands that simultaneous connections to both the Home Network and a Suddenlink Network Hotspot may not be available and that after a device is connected to the Home Network, the primary connection for the Customer and any devices using Customer's login credentials, while in the home, will be to the Home Network. Any use of bandwidth from such wireless access point by third parties, will not be considered to be use by the Customer for any purpose. The Suddenlink Router/Gateway will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Suddenlink to provide the High Speed Internet Service and support as well as for Altice's internal business analytics regarding the use of the High Speed Internet Service. Customer acknowledges and agrees that Suddenlink shall have access to the password associated with the Suddenlink Router/Gateway in order to provide support and diagnostic services. Suddenlink reserves the right to modify the password for the Suddenlink Router/Gateway in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the High Speed Internet Service, and protect the network, other users of the Internet, or our Customers. Suddenlink shall notify Customer of any such password modifications. Customer acknowledges that the Suddenlink Router/Gateway is Suddenlink Equipment.

In certain circumstances, a range extender or WiFi extender may be required to be installed and connected to the Suddenlink Router/Gateway in order to connect wirelessly to the High Speed Internet Service throughout Customer's residence. A monthly extender equipment fee may apply. Customer understands and agrees that where the Suddenlink Router/Gateway is a wireless router (as opposed to a gateway or Altice One device), and a range extender is required, the Suddenlink-recommended installation method is through a wired connection directly to the Suddenlink Router/Gateway. Customer understands and agrees that wireless router range extender installations are not recommended by Suddenlink and such wireless installations may not successfully resolve any or all wireless signal strength and/or wireless signal range-related issues (issue list not exhaustive). Suddenlink continues to recommend a wired installation to best resolve wireless connectivity issues within your service location.

21. Enforcement of Policy and AUP. Customer authorizes Suddenlink and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

22. Tracking Devices and Viruses. Customer acknowledges that accessing certain websites through the High Speed Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the High Speed Internet Service may result in harmful viruses being downloaded and stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

Effective: July 25, 2021

ADDITIONAL TERMS OF SERVICE FOR PHONE SERVICE. Customer understands and agrees that use of the Phone Service is subject to the following additional terms of service ("Additional Phone Terms"), which are incorporated into the Agreement:

1. Limitations of Phone Service.

a. Power/Network Outages. Customer acknowledges and understands that the Phone Service will not work if any of the necessary Equipment is unplugged or otherwise disconnected from necessary power sources. Customer further acknowledges and understands that the Phone Service may not function in the event of power failure or if Customer's broadband cable connection is disrupted or not working properly. Should there be an interruption to the power supply to Customer's home, the Phone Service may be powered by backup battery supply, but the inclusion of a battery backup does not ensure that the Phone Service will work in all circumstances. In the event that there is a loss of power or other problem that disrupts Suddenlink's network, Phone Service will not be available until the network is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Phone Service is functioning properly. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT SUDDENLINK DOES NOT GUARANTEE THAT E911 OR 911 DIALING WILL BE AVAILABLE IN THE EVENT OF A POWER FAILURE OR FAILURE OF THE SUDDENLINK NETWORK.

b. Enhanced 911 Service. Enhanced 911 ("E911"), or 911 service is a feature of the Phone Service. Prior to initiation of Phone Service, Customer must provide Suddenlink the valid street address where the Phone Service will be utilized ("Registered Address"). Customer agrees not to move the telephone cable modem ("EMTA") from the location it was originally installed. IF

CUSTOMER MOVES THE EMTA FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

c. Customer May Not "Opt-out" of Suddenlink's E911 Service. Customer acknowledges that pursuant to federal law the provision of E911 or 911 service to Customer is provided as an express condition of Service by Suddenlink. As a result E911 or 911 service is not an optional feature and customer may not "opt-out," or decline to accept, Suddenlink's E911 or 911 service.

d. Resetting Equipment after a Power Failure. A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Phone Service or E911 or 911 dialing. A power failure may also include a battery failure in the EMTA. If Customer experiences a battery failure in the EMTA, customer may contact Suddenlink for instructions on how to obtain a new battery, if desired.

e. Use of TDD or TTY Devices. Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired. Suddenlink does not guarantee or offer emergency services compatible with any TDD/TTY or other hearing impaired devices.

f. Home Security Systems and other Non-voice Communications Equipment. Customer acknowledges that the Phone Service may not be compatible with certain third party home security, medical monitoring and other non-voice communications systems. It is the Customer's responsibility to test Customer's home security, medical monitoring system or other non-voice communications system. Customer acknowledges that these systems may not function properly in the event of a power outage or disruption in Suddenlink's broadband network service.

g. Calling Plans. Customer expressly agrees that Customer will not have the option of subscribing to a "local only" or "long-distance only" service, nor will Customer be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Phone Service.

2. Service Charges Related To Phone Service.

a. Usage-Based Charges. In addition to Customers monthly recurring charges, Customer agrees to pay Suddenlink for all usage-based charges including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or Suddenlink assisted calls.

b. Taxes. The Customer is responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of Phone Service, all of which will be separately designated on Customer's invoice. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

c. Regulatory Fees. Customer also agrees to pay any applicable fees or payment obligations in connection with the Phone Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Phone Service and any regulatory fees that Suddenlink invoices Customer for to help defray Suddenlink's contribution to municipal, state and federal government programs in which Suddenlink participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. Suddenlink, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. The Suddenlink Parties shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.

d. Surcharges. A surcharge may be imposed on charges for Phone Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Suddenlink's operations in any such state, or a tax on interstate access charges incurred by Suddenlink for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Suddenlink by virtue of, and measured by, the gross receipts or revenues of Suddenlink in that state and/or payment of interstate access charges in that state. Surcharges may also be imposed for international directory assistance, international mobile termination fees charged by foreign wireless telecommunication providers, operator assisted calls, and calls made to premium services such as chat lines. Any applicable surcharge will be shown as a separate line item on the Customer's monthly invoice.

e. Charges Caused by Third Parties. Customer is responsible in all respects (including payment obligations) for all use of the Phone Service under Customer's account, whether or not Customer authorized the use of the Phone Service, including third party fraud. Customer will be responsible for ensuring that all use of the Phone Service under Customer's account fully complies with this Agreement.

f. Casual Calling Charges. Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

g. Pay-Per-Call/900 Calls. It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Suddenlink does not assist such providers in billing or collecting for their services, and Suddenlink will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

h. Wiring. Customer agrees that Suddenlink and its authorized agents may disconnect Customer's existing service to the local telephone company, and that Suddenlink or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on Customer's premises in order to connect the premises to the Phone Service.

3. Use of Phone Service.

a. Unlawful Use. Customer will not use the Phone Service for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Nor will Customer use any features, functions, or other inputs to the Phone Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Suddenlink may terminate Customer's Phone Service without notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use is unauthorized or fraudulent.

b. Prohibited Uses. Customer agrees to use the Phone Service for direct-dialed, person-to-person calls from the service location only. Customer agrees not to use the Phone Service for engineered calling to utilize the Phone Service solely for outbound calling, including utilizing call forwarding or any other calling feature to achieve outbound calling or for the completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Suddenlink or others to use Suddenlink's Network. Customer agrees not to use the Phone Service for any commercial reason, including telemarketing, call center services, medical transcription, facsimile broadcasting, resell purposes or other enterprise directed at receiving income or profit. If Customer uses the Phone Service for any other purpose, Suddenlink may immediately suspend, restrict or cancel your service without prior notice. Customer shall be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of the Phone Service.

c. Interference/Hazardous Conditions. Suddenlink may disconnect Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Suddenlink may also disconnect Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that hazardous conditions exist that would make Customer's continued use of the Service unsafe.

4. Phone Numbers/Portability.

a. Switching to Suddenlink from Another Provider. If Customer is switching to Phone Service from another service provider, Customer may transfer Customer's existing phone number (if any) to the Phone Service, provided that the following conditions apply:

- i. Customer requests the phone number transfer when Customer places Customer's order for the Phone Service.
- ii. Customer provides complete and accurate information, including Customer's address, existing phone number and name of Customer's current service provider.
- iii. Customer's current service provider releases Customer's existing phone number, without delay and without imposing non-industry-standard charges on Suddenlink.
- iv. Transfer of Customer's existing phone number to the Phone Service would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.
- v. Customer acknowledges and agrees that if Customer's EMTA is self-installed before the date that the number transfer becomes effective ("Port Effective Date"), Customer should keep Customer's current phone service until after the Port Effective Date, after which Customer will be able both to make and to receive calls using the Phone Service. Customer acknowledges and agrees that to avoid an interruption in telephone service, Customer must have the EMTA installed on or before the Port Effective Date. Customer's current telephone service for the number that Customer is transferring will be disconnected on the Port Effective Date; if Customer's EMTA is not yet activated, Customer will not have access to Phone Service. Suddenlink will provide Customer with an estimate of the Port Effective Date at the time of service ordering or via e-mail following Customer's completion of the ordering process.
- vi. In the event that the Customer desires to cancel or reschedule the date that the Customer desires Phone Service ("Customer Requested Due Date"), Customer must notify Suddenlink no later than three days prior to the Customer Requested Due Date in order to assure Customer will not experience interruption in telephone service.
- vii. Customer acknowledges and agrees that it is Customer's responsibility to cancel Customer's existing long distance service in the event that Customer has separate long distance service and local service providers.

b. Switching from Suddenlink to Another Provider. To transfer Customer's phone number from Suddenlink to another service provider, Customer must place the order to transfer the Services through Customer's new service provider (and not through Suddenlink). Suddenlink will release Customer's phone number to Customer's new service provider, provided that:

- i. Customer's new service provider submits a properly completed transfer request to Suddenlink;
- ii. Customer's new service provider will accept transfer of the phone number without delay or charge to Suddenlink; and
- iii. Transfer of Customer's existing phone number to the new service provider would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.

c. Reserved Telephone Numbers. If Customer is receiving a new telephone number from Suddenlink, Suddenlink will reserve telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until Phone Service has been activated. The Customer has no property right in the telephone number associated with the Phone Service and Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of reserved numbers.

d. Directory and Non-Published Listings. Suddenlink will make reasonable efforts to accurately publish telephone customer list information, and prevent disclosure and publication of requested non-published listing information. IN NO EVENT SHALL THE SUDDENLINK PARTIES' LIABILITY FOR DAMAGES ARISING FROM ERRORS OR OMISSIONS IN THE MAKING UP OR PRINTING OF DIRECTORIES, FOR ERROR OR OMISSION ON INTERCEPT SERVICE, OR FOR ACCEPTING OR PUBLISHING LISTINGS AS PRESENTED BY CUSTOMER, EXCEED THE AMOUNT THAT ACTUALLY PAID TO SUDDENLINK TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD.

9. **Suddenlink Rights.** Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Phone Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Phone Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Phone Service, you have the right to cancel your Service. Your continued receipt of the Phone Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: June 19, 2020

EXHIBIT B

Residential Services Agreement

Customer ("You" or "Customer") agrees to be bound to this Residential Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"), other than those provided by Suddenlink Security. The Agreement includes the general terms of service set forth below, as well as the additional terms of service applicable to the specific Suddenlink Services and features to which you subscribe or have access, including the cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service"), support services and mobile apps, as are set forth below or at www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the [Suddenlink Communications Privacy Policy](#) ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. For purposes of clarity, "Services" as defined herein excludes any services or equipment provided by Suddenlink Security, which are covered by a separate agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

[GENERAL TERMS OF SERVICE APPLICABLE TO SERVICES](#)

[ADDITIONAL TERMS OF SERVICE FOR VIDEO SERVICE](#)

[ADDITIONAL TERMS OF SERVICE FOR HIGH SPEED INTERNET SERVICES](#)

[ADDITIONAL TERMS OF SERVICE FOR PHONE SERVICE](#)

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICES

1. Payment of Charges. The charges for one month of Services, including any deposits, activation, installation and Equipment charges, are due upon installation of the Services or such other date as agreed by Suddenlink and You. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges) and other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. For instance, Customer will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Subscriptions: Your monthly subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS.

You may cancel Service(s) up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement

of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

2. Additional Fees. In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees ("Schedule of Fees") is available at www.suddenlink.com/pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

3. Third Party Provider Charges. In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

4. Taxes. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

5. Early Termination Fees. If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Suddenlink any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink Communications and you agree to pay such fees.

6. Right to Make Credit Inquiries. Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.

7. Security Deposits. Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit and/or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

8. Disputed Charges. Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

9. Adjustments or Refunds. Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:

- a. due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service;
- b. due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities;
- c. due to the failure or malfunction of Customer-owned equipment or third party equipment;

- d. during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions;
- e. during a period in which Customer continues to use the Service on an impaired basis;
- f. during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or
- g. due to circumstances or causes beyond the control of Suddenlink.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

10. Equipment and Software. Unless Suddenlink expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location(s) by or on behalf of Suddenlink ("Equipment"), network facilities, and software installed or provided by Suddenlink remains the property of Suddenlink, except that all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer, shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Customer will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Customer's residence or premises.

a. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. The Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time.

g. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required

software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Customer is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Customer and Suddenlink. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

11. **Prohibitions.**

a. Residential Use. The Services provided under this Agreement are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. Suddenlink shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.

b. Theft of Service. Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

12. **Customer Liability for Users.** Customer must be at least eighteen years of age to subscribe to Services. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's Services (each, a "User") understand and comply with all terms and conditions applicable to the Services.

13. **Access to Customer Premises.** Customer grants Suddenlink and its employees, agents, contractors, and representatives the right to access and otherwise enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Suddenlink provided Software. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof.

14. **Violations of this Agreement:** It shall be a violation of this Agreement for Customer or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

- a. Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed;
- b. Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
- c. Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service;
- d. Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent;
- e. Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
- f. The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

15. **Termination.** Suddenlink may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Customer or a User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law.

16. **Effect of Termination by Suddenlink:** Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

17. **Content and Services:** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with

applicable law.

18. **Disclaimer:** Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

19. **Telephone Communications With You Regarding Your Account or Service:** You agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <http://www.suddenlink.com>.

20. **No Waiver.** The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

21. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Suddenlink affiliates.

22. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Suddenlink Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

If Customer resides in a state which laws prevent Customer from taking full responsibility and risk for Customer's use of the Services and/or Equipment, Suddenlink's liability is limited to the greatest extent allowed by law.

23. **Indemnification.** Customer agrees to defend, indemnify and hold harmless the Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over

the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

24. Binding Arbitration. Please read this section carefully. It affects your rights.

a. Agreement to Arbitrate Disputes. Any and all disputes arising between You and Suddenlink, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior Agreement,
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. Opting Out of Arbitration. **IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU.**

IF YOU BECAME A CUSTOMER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A CUSTOMER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR SUDDENLINK ACCOUNT.

IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: ALTICE SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION. TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, SUDDENLINK ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL, AND A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY SUDDENLINK WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.

c. Pre-Arbitration Process.

i. Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. The Notice of Dispute include: (1) Your name; (2) the account number; and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Suddenlink to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a Notice of Dispute form from our website at [Suddenlink.com/NoticeofDispute](https://www.suddenlink.com/NoticeofDispute). Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Suddenlink will send any Notice of Dispute to You at the billing address on file with the account.

ii. 60 Day Wait Period. If Suddenlink and You do not reach an agreement to resolve the dispute within 60 days from when the Notice of Dispute is received, You or Suddenlink may start arbitration proceedings.

d. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including Customer personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Suddenlink initiates an arbitration, Suddenlink will pay all AAA filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules.

If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

g. Governing Law. Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

h. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), then You and Suddenlink agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance,

or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

i. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, you and we agree that if we make any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Suddenlink prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this arbitration provision that have arisen or may arise between you and Suddenlink. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must immediately cease use of all Service(s) and notify Suddenlink that Customer is cancelling this Agreement as described in Section 31.

i. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

25. **Governing Law.** Subject to Section 24.g above, this Agreement shall be governed by the laws of the state of New York.

26. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

29. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

30. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and [Acceptable Use Policy \("AUP"\)](#), the work/service order presented to You at time of installation ("Service Order") and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

31. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check his or her postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Effective: October 1, 2021

ADDITIONAL TERMS OF SERVICE FOR VIDEO SERVICE. Customer understands and agrees that se of the Video Service is subject to the following additional terms of service ("Additional TV Terms"), which are incorporated into the Agreement:

1. **Third Party Apps.** In addition to providing video programming and video-related services, and interactive television services, certain Equipment provided in connection with the Video Services, including the Altice One/Altice One Mini ("Altice One Equipment") and Suddenlink digital cable box, may include or provide access to services, software or applications that are licensed, sold and/or provided to You by Third Party Providers ("Third Party App(s)"). Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be deemed to apply to any Third Party Apps and Your use of a

Third Party App is subject to the terms and conditions of the license agreement between you and the licensor of that Third Party App. Customer acknowledges and agrees that Customer shall only use Third Party Apps on the Altice One Equipment that are authorized by Suddenlink.

2. Voice Search. Customer understands and agrees that when interacting with the Voice Search feature of the Altice One Equipment, we may collect and use information regarding your use of the Altice One Equipment. Customer understands and agrees that this information may include voice search data which may be transferred within the United States and/or other countries for storage, processing and/or use by Suddenlink's third party vendors.

3. Use of Services. The programs, content and other service provided through Suddenlink's Video Service must be utilized for use solely at the Customer's residence, for purposes limited to other authorized activities and display on no more than the number of workstations/receivers at the Customer Locations as disclosed on the Service Order, provided that Customer may not directly or indirectly charge any fee as a condition to viewing the Service and that the Video Service is not duplicated, redistributed or accessed in violation of any applicable law.

4. Programming.

a. Notwithstanding anything to the contrary herein, the Suddenlink Video Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. In no event shall Suddenlink be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Suddenlink's reasonable control. Customer acknowledges and agrees that it has no right to receive, and Suddenlink has no obligation to provide, any particular programming service or channel as part of Suddenlink's Video Service and that Customer is not entering into this agreement or purchasing Suddenlink's Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of Suddenlink's Video Service.

b. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Suddenlink and a third party programmer, Suddenlink shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Customer's sole recourse in such an event shall be termination of the Suddenlink Video Service. The provisions of this paragraph shall not apply to programming to which a Customer subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Customer shall only be entitled to a pro rata credit of amounts pre-paid for the specific programming to which Customer subscribes on an a la carte basis.

5. Content. Customer understands and agrees that by using the Video Service, Customer or Users may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

6. Security. Suddenlink has no obligation to track the Video Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Video Services and/or to protect Suddenlink, its cable television system, Services, Equipment and/or Customers.

7. Signal Level. To maintain legal requirements for minimal signal levels at Customer's terminal, no more than one television or cable programming viewing device may be connected to a single cable receptacle.

8. Additional Features, Functionality and Tools. Altice may occasionally offer additional service features, functionality and tools, such as Altice One App, Suddenlink2GO, Cloud DVR or introduce tiers of service for existing features, such as Cloud DVR storage tiers. These features, functions, tools, and tiers of service may be further subject to specific terms of use and subject to change or removal at any time by Altice.

9. Suddenlink Rights. Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Suddenlink Video Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Suddenlink Video Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Suddenlink Video Service, you have the right to cancel your Service. Your continued receipt of the Suddenlink Video Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: August 24, 2020

ADDITIONAL TERMS OF SERVICE FOR HIGH SPEED INTERNET SERVICES. Customer understands and agrees that use of the High Speed Internet Service, which may include internet access services, on line video services, e-mail services, e-commerce, online content, features and other online services under the control of Suddenlink or its affiliates, is subject to the following additional terms of service ("Additional Internet Terms"), which are incorporated into the Agreement:

1. **Authorized Connections.** Suddenlink agrees to provide Customer with the number and type of High Speed Internet Service connection(s) at the Customer Locations as stated on the Service Order. Customer shall not exceed the number, types or location of such authorized connections.
2. **Minimum Equipment.** Customer agrees that the Customer Equipment utilizing the High Speed Internet Service must meet the minimum computer requirements outlined in the informational literature Suddenlink has provided and as may be amended from time to time. If Customer proceeds with the installation of or uses the High Speed Internet Service utilizing Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), Customer agrees that (i) Customer will not be entitled to customer support from Suddenlink relating to any issues other than the quality of the signal delivered to the Customer's receptacle, and (ii) Customer understands and agrees that Customer may not be able to successfully install, access, operate, or use the High Speed Internet Service with the Non-Recommended Configuration. CUSTOMER ACKNOWLEDGES THAT ANY INSTALLATION, ACCESS, OPERATION OR USE OF NON-RECOMMENDED CONFIGURATIONS COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE, OR DATA. NEITHER SUDDENLINK NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.
3. **Upgrades.** Customer acknowledges that the Equipment is merely a means through which the High Speed Internet Service is provided by Suddenlink and may be removed or changed by Suddenlink at its discretion as it deems appropriate, including through "uploads" to Customer's computer(s) or otherwise. Whether the cable modem is owned by Customer or Suddenlink, Suddenlink shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time that Suddenlink, in its sole discretion, determines it is necessary or desirable. Customer assumes all responsibility for any degradation in or problems from the failure to upgrade. Suddenlink does not represent, warrant or covenant that installation and modifications of peripheral devices, including Network cards, computer equipment, software, computer files and other system configuration files necessary to operate the High Speed Internet Service will not disrupt or delay the normal operations of Customer's computer device(s) or associated equipment. Suddenlink shall have no liability whatsoever for any loss, damage or outage resulting from the above. Upon Customer request and, at Suddenlink's sole discretion, for an additional charge, Suddenlink or its agents may install certain software, an extra cable receptacle, a cable modem and associated equipment for operation of the High Speed Internet Service. If installed by Suddenlink, Suddenlink shall use reasonable efforts to install the High Speed Internet Service to a fully operational status.
4. **Back-Up.** Customer agrees to either back-up all existing computer files prior to installation of any Equipment to Customer's computing device or accept sole responsibility for lost or damaged files, data or programs. In all events, Suddenlink shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.
5. **Acceptable Use Policy.** Customer shall comply with all of Suddenlink's standards for acceptable use with respect to the High Speed Internet Service and other Services and shall refrain from any illegal and/or inappropriate activities, including without limitation as outlined in the AUP. The AUP will be updated from time to time and the latest version will supersede all prior versions. Please click here for the most updated [AUP](#).
6. **Effect of Termination.** Following the termination of Customer's High Speed Internet Service account for any reason, Suddenlink is authorized to delete any files, programs, data, e-mail addresses and e-mail messages associated with such account. Such deletion may include Customer forfeiting his/her account user names, all e-mail, IP and web space addresses. Any incoming e-mail to Customer's canceled account will not be forwarded to another account. Suddenlink shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.
7. **Network.** Suddenlink utilizes a network that allows bi-directional access to the Internet. The network is not intended to protect Customers from hackers, viruses or other harmful elements that may result from participation in High Speed Internet Services, and as such, Customer should not rely on the network to provide such protection. Suddenlink may run third party virus check software or other protection measures over its network to scan e-mails or Internet activity; however, Suddenlink does not represent, warrant or covenant that such software will detect, repair or correct any or all viruses or other harmful code or software.
8. **E-mail.** Customer must adhere to the e-mail policies provided in the AUP. As part of the subscription to High Speed Internet Services, Customer will be provided with the ability to set up mail addresses for the number of e-mail addresses specified on Customer's Service Order. Customer is responsible for the set-up and proper usage of these addresses. All e-mail accounts within Customer's account are limited to 2.5 gigabytes of total storage space on the network, which can be apportioned across Customer's email account via the email preferences section. Suddenlink reserves the right to modify, delete or correct any accounts that exceed the megabyte limitation, and modify the size of Customer's storage space, at Suddenlink's sole discretion and without notice. To preserve e-mail for longer periods, Customer can set its e-mail account so that e-mail is automatically stored on Customer's computer's hard-drive when Customer opens it. Please check the Help section on Customer's e-mail access program (e.g., Outlook Express). Suddenlink reserves the right to place additional limitations on Customer's e-mails on the Suddenlink network, including without limitation, maximum message size, maximum number of recipients per message, and maximum number of messages per server connection. Suddenlink reserves the right to reclaim

any and all inactive e-mail addresses and accounts from Customer at Suddenlink's sole discretion and without notice, whether such are inactive as a result of the termination or cancellation of High Speed Internet Service regardless of the reason for such cancellation or termination, or inactive as a result of a lack of access by Customer to the account and/or e-mail address for a period of ninety (90) days or greater. An email account is deemed active if: (1) Customer logs in to the Suddenlink website and navigates to the email inbox, or opens or sends an email message within 90 days of Customer's last email activity; (2) auto-forwarding of Customer's email is active within the prior 90 days; or (3) Customer logs in to their email account through an email client within 90 days of Customer's last login. If the foregoing activity is not found, the email account is deemed inactive, and all email content in the account is subject to deletion. Any inactive email account and the email contents are permanently deleted and unrecoverable from Suddenlink's servers. Suddenlink reserves the right to modify, delete, or otherwise correct any accounts that exceed either limitation as well as the right to modify any related retention periods.

9. Computer Security. Suddenlink may provide, offer for sale or subscription, or otherwise make available, software or services for e-mail filtering, anti-virus scanning and other e-mail security solutions for the convenience of Customers. Suddenlink shall not be responsible for nor have any liability with regard to the e-mail that Customer or its authorized Users receive, nor for any loss or filtered e-mail, nor for the failure to prevent virus delivery or infection. Suddenlink Parties are not responsible or liable for the forwarding or inability to forward e-mail sent to any other e-mail account. E-mails sent to suspended or terminated accounts may be returned to sender, ignored, deleted or stored temporarily at Suddenlink's sole discretion.

10. Personal Web Pages and Content. Customer may create personal web pages. Customer may not use the High Speed Internet Service for commercial or business purposes. On such personal web pages, Customer can design, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. Customer is solely responsible for any information, materials or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Suddenlink and its affiliates reserve the right to refuse to post and/or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

11. Accuracy of Content. Customer understands and agrees that by using the High Speed Internet Service, Customer and/or User may be exposed to materials or content that is offensive, indecent, sexually explicit, objectionable, or that may violate federal, state or local laws, rules or regulations or may violate the protected rights of the Customer or others. Customer also understands that the technical processing and transmission of the High Speed Internet Service, including Customer's content or material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content, access to such content or material by Customer or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the High Speed Internet Service. Customer acknowledges that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such programs.

12. Scheduled Service Repair, Maintenance or Upgrade. Suddenlink may from time to time schedule Service repair, maintenance or upgrades to provide Customer with High Speed Internet Service. Customer shall not receive High Speed Internet Service credits for such scheduled repairs, maintenance or upgrades. If there is a known and unscheduled High Speed Internet Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Suddenlink, upon prompt notification of such failure to interruption by Customer, may provide Customer with a pro-rata credit relating to such failure or interruption. Suddenlink Parties will not be liable for any direct, incidental or consequential damages or losses from any interruption in High Speed Internet Service.

13. Changes to High Speed Internet Services. Suddenlink may also, at any time and in its sole discretion, without notice, change, add to or remove portions of the High Speed Internet Service (including, without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity, and protocol filtering) and/or institute or otherwise change rates, fees and charges for the High Speed Internet Service. Suddenlink may notify Customer of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems, and/or browser bulletins, or walled garden (browser interruption). Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your High Speed Internet Service, you have the right to cancel your High Speed Internet Service. Your continued receipt of the High Speed Internet Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

14. Service Usage. Suddenlink has no obligation to track High Speed Internet Service usage of Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system and/or network certain usage, usage patterns and/or selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the High Speed Internet Service and/or to protect Suddenlink, its cable television system, network, Services, Equipment and/or Customers.

15. **Network Integrity.** Suddenlink reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying access to malicious domains, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.

16. **Internet Access Speeds.** Customer agrees that actual Internet speeds that are experienced at any time will vary based on a number of factors, including the capabilities of Customer's computer equipment, Internet congestion, the performance of network servers and routers, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management [tools and techniques](#) employed by Suddenlink.

17. **Bandwidth, Data Storage and Other Limitations.** Customer agrees to comply with Suddenlink's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by Suddenlink from time to time. Suddenlink's High Speed Internet Service may include a specific allowance of bandwidth consumption for use during each of your monthly billing cycles at no additional charge. Consumption of bandwidth in excess of the allowance will be charged an additional amount at the rates stated on your bill. Unused amounts of the bandwidth allowance expire at the end of your monthly billing cycle and do not carry over to subsequent billing cycles. It is your responsibility to secure your personal network, and monitor and manage your bandwidth usage, which you may check using the online usage monitor available through your individual account at www.suddenlink.net. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in Suddenlink's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Suddenlink's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.

18. **Sole Risk.** Use of the High Speed Internet Services provided by Suddenlink, in addition to third-party products or services provided by or accessed through the High Speed Internet Service or the Internet is at Customer's sole risk and Customer acknowledges that the High Speed Internet Services are provided "**AS IS**." Accordingly, any information sent through or over the network is sent at Customer's sole risk.

19. **Customer Security.** When Customer's computer device is connected to a cable modem, it constitutes a "local" segment of the network. All of Customer's traffic to or from this local segment will be reflected by the cable modem in an unencrypted format onto the network (unless separate encryption technology is utilized) and will be subject to eavesdropping by third parties. Further, through the use of file and print sharing features, third parties outside of Customer's premises may be able to access Customer's computer devices across the network and access Customer's software, files and data. Any Customer who chooses to subscribe to Suddenlink's High Speed Internet Services and enables capabilities such as file sharing, print sharing or other capabilities that allow third party computer access, does so at his/her own sole risk. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Suddenlink Parties shall not be liable or responsible for any unauthorized sharing, access, eavesdropping or any associated risks.

20. **Additional Terms for Suddenlink-provided Wireless Router/Gateway and Wireless Access Point.** Suddenlink-provided wireless routers, gateways, managed access points and Altice One devices (with built-in router/gateway) (each, a "Suddenlink Router/Gateway") are available to certain Customers and provide wireless access to the High Speed Internet Service within the Customer's residence ("Home Network"). Suddenlink Router/Gateways come programmed with certain default settings and configurations for the Home Network. Customers may modify certain of the default settings and configurations on the Suddenlink Router/Gateway although Suddenlink recommends maintaining the default configuration and settings. Suddenlink does not guarantee the security of the Suddenlink Router/Gateway and Customer's connection to the High Speed Internet Service via the Home Network. Customer understands and agrees that Customer is solely responsible for the security of his/her Home Network. Suddenlink Router/Gateways are preconfigured to distribute hotspots for additional Suddenlink wireless networks in addition to the Home Network, including Altice WiFi (each, a "Suddenlink Network Hotspot"). Suddenlink Network Hotspots are separate from the Home Network and are accessible by Optimum/Suddenlink internet customers, Optimum Mobile customers and certain other authorized users. The Home Network is encrypted and has separate security settings from the Suddenlink Network Hotspots. Customer understands that simultaneous connections to both the Home Network and a Suddenlink Network Hotspot may not be available and that after a device is connected to the Home Network, the primary connection for the Customer and any devices using Customer's login credentials, while in the home, will be to the Home Network. Any use of bandwidth from such wireless access point by third parties, will not be considered to be use by the Customer for any purpose. The Suddenlink Router/Gateway will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Suddenlink to provide the High Speed Internet Service and support as well as for Altice's internal business analytics regarding the use of the High Speed Internet Service. Customer acknowledges and agrees that Suddenlink shall have access to the password associated with the Suddenlink Router/Gateway in order to provide support and diagnostic services. Suddenlink reserves the right to modify the password for the Suddenlink Router/Gateway in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the High Speed Internet Service, and protect the network, other users of the Internet, or our Customers. Suddenlink shall notify Customer of any such password modifications. Customer acknowledges that the Suddenlink Router/Gateway is Suddenlink Equipment.

In certain circumstances, a range extender or WiFi extender may be required to be installed and connected to the Suddenlink

Router/Gateway in order to connect wirelessly to the High Speed Internet Service throughout Customer's residence. A monthly extender equipment fee may apply. Customer understands and agrees that where the Suddenlink Router/Gateway is a wireless router (as opposed to a gateway or Altice One device), and a range extender is required, the Suddenlink-recommended installation method is through a wired connection directly to the Suddenlink Router/Gateway. Customer understands and agrees that wireless router range extender installations are not recommended by Suddenlink and such wireless installations may not successfully resolve any or all wireless signal strength and/or wireless signal range-related issues (issue list not exhaustive). Suddenlink continues to recommend a wired installation to best resolve wireless connectivity issues within your service location.

21. Enforcement of Policy and AUP. Customer authorizes Suddenlink and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

22. Tracking Devices and Viruses. Customer acknowledges that accessing certain websites through the High Speed Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the High Speed Internet Service may result in harmful viruses being downloaded and stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

Effective: July 25, 2021

ADDITIONAL TERMS OF SERVICE FOR PHONE SERVICE. Customer understands and agrees that use of the Phone Service is subject to the following additional terms of service ("Additional Phone Terms"), which are incorporated into the Agreement:

1. Limitations of Phone Service.

a. Power/Network Outages. Customer acknowledges and understands that the Phone Service will not work if any of the necessary Equipment is unplugged or otherwise disconnected from necessary power sources. Customer further acknowledges and understands that the Phone Service may not function in the event of power failure or if Customer's broadband cable connection is disrupted or not working properly. Should there be an interruption to the power supply to Customer's home, the Phone Service may be powered by backup battery supply, but the inclusion of a battery backup does not ensure that the Phone Service will work in all circumstances. In the event that there is a loss of power or other problem that disrupts Suddenlink's network, Phone Service will not be available until the network is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Phone Service is functioning properly. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT SUDDENLINK DOES NOT GUARANTEE THAT E911 OR 911 DIALING WILL BE AVAILABLE IN THE EVENT OF A POWER FAILURE OR FAILURE OF THE SUDDENLINK NETWORK.

b. Enhanced 911 Service. Enhanced 911 ("E911"), or 911 service is a feature of the Phone Service. Prior to initiation of Phone Service, Customer must provide Suddenlink the valid street address where the Phone Service will be utilized ("Registered Address"). Customer agrees not to move the telephone cable modem ("EMTA") from the location it was originally installed. IF CUSTOMER MOVES THE EMTA FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.

c. Customer May Not "Opt-out" of Suddenlink's E911 Service. Customer acknowledges that pursuant to federal law the provision of E911 or 911 service to Customer is provided as an express condition of Service by Suddenlink. As a result E911 or 911 service is not an optional feature and customer may not "opt-out," or decline to accept, Suddenlink's E911 or 911 service.

d. Resetting Equipment after a Power Failure. A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Phone Service or E911 or 911 dialing. A power failure may also include a battery failure in the EMTA. If Customer experiences a battery failure in the EMTA, customer may contact Suddenlink for instructions on how to obtain a new battery, if desired.

e. Use of TDD or TTY Devices. Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired. Suddenlink does not guarantee or offer emergency services compatible with any TDD/TTY or other hearing impaired devices.

f. Home Security Systems and other Non-voice Communications Equipment. Customer acknowledges that the Phone Service may not be compatible with certain third party home security, medical monitoring and other non-voice communications systems. It is the Customer's responsibility to test Customer's home security, medical monitoring system or other non-voice communications system. Customer acknowledges that these systems may not function properly in the event of a power outage or disruption in Suddenlink's broadband network service.

g. Calling Plans. Customer expressly agrees that Customer will not have the option of subscribing to a "local only" or "long-distance only" service, nor will Customer be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Phone Service.

2. Service Charges Related To Phone Service.

a. Usage-Based Charges. In addition to Customers monthly recurring charges, Customer agrees to pay Suddenlink for all usage-based charges including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or Suddenlink assisted calls.

b. Taxes. The Customer is responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of Phone Service, all of which will be separately designated on Customer's invoice. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

c. Regulatory Fees. Customer also agrees to pay any applicable fees or payment obligations in connection with the Phone Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Phone Service and any regulatory fees that Suddenlink invoices Customer for to help defray Suddenlink's contribution to municipal, state and federal government programs in which Suddenlink participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. Suddenlink, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. The Suddenlink Parties shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.

d. Surcharges. A surcharge may be imposed on charges for Phone Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Suddenlink's operations in any such state, or a tax on interstate access charges incurred by Suddenlink for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Suddenlink by virtue of, and measured by, the gross receipts or revenues of Suddenlink in that state and/or payment of interstate access charges in that state. Surcharges may also be imposed for international directory assistance, international mobile termination fees charged by foreign wireless telecommunication providers, operator assisted calls, and calls made to premium services such as chat lines. Any applicable surcharge will be shown as a separate line item on the Customer's monthly invoice.

e. Charges Caused by Third Parties. Customer is responsible in all respects (including payment obligations) for all use of the Phone Service under Customer's account, whether or not Customer authorized the use of the Phone Service, including third party fraud. Customer will be responsible for ensuring that all use of the Phone Service under Customer's account fully complies with this Agreement.

f. Casual Calling Charges. Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

g. Pay-Per-Call/900 Calls. It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Suddenlink does not assist such providers in billing or collecting for their services, and Suddenlink will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

h. Wiring. Customer agrees that Suddenlink and its authorized agents may disconnect Customer's existing service to the local telephone company, and that Suddenlink or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on Customer's premises in order to connect the premises to the Phone Service.

3. Use of Phone Service.

a. Unlawful Use. Customer will not use the Phone Service for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Nor will Customer use any features, functions, or other inputs to the Phone Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Suddenlink may terminate Customer's Phone Service without notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use is unauthorized or fraudulent.

b. Prohibited Uses. Customer agrees to use the Phone Service for direct-dialed, person-to-person calls from the service location only. Customer agrees not to use the Phone Service for engineered calling to utilize the Phone Service solely for outbound calling, including utilizing call forwarding or any other calling feature to achieve outbound calling or for the completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Suddenlink or others to use Suddenlink's Network. Customer agrees not to use the Phone Service for any commercial reason, including telemarketing, call center services, medical transcription, facsimile broadcasting, resell purposes or other enterprise directed at receiving income or profit. If Customer uses the Phone Service for any other purpose, Suddenlink may immediately suspend, restrict or cancel your service without prior notice. Customer shall be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of the Phone Service.

c. Interference/Hazardous Conditions. Suddenlink may disconnect Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Suddenlink may also disconnect

Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that hazardous conditions exist that would make Customer's continued use of the Service unsafe.

4. Phone Numbers/Portability.

a. Switching to Suddenlink from Another Provider. If Customer is switching to Phone Service from another service provider, Customer may transfer Customer's existing phone number (if any) to the Phone Service, provided that the following conditions apply:

- i. Customer requests the phone number transfer when Customer places Customer's order for the Phone Service.
- ii. Customer provides complete and accurate information, including Customer's address, existing phone number and name of Customer's current service provider.
- iii. Customer's current service provider releases Customer's existing phone number, without delay and without imposing non-industry-standard charges on Suddenlink.
- iv. Transfer of Customer's existing phone number to the Phone Service would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.
- v. Customer acknowledges and agrees that if Customer's EMTA is self-installed before the date that the number transfer becomes effective ("Port Effective Date"), Customer should keep Customer's current phone service until after the Port Effective Date, after which Customer will be able both to make and to receive calls using the Phone Service. Customer acknowledges and agrees that to avoid an interruption in telephone service, Customer must have the EMTA installed on or before the Port Effective Date. Customer's current telephone service for the number that Customer is transferring will be disconnected on the Port Effective Date; if Customer's EMTA is not yet activated, Customer will not have access to Phone Service. Suddenlink will provide Customer with an estimate of the Port Effective Date at the time of service ordering or via e-mail following Customer's completion of the ordering process.
- vi. In the event that the Customer desires to cancel or reschedule the date that the Customer desires Phone Service ("Customer Requested Due Date"), Customer must notify Suddenlink no later than three days prior to the Customer Requested Due Date in order to assure Customer will not experience interruption in telephone service.
- vii. Customer acknowledges and agrees that it is Customer's responsibility to cancel Customer's existing long distance service in the event that Customer has separate long distance service and local service providers.

b. Switching from Suddenlink to Another Provider. To transfer Customer's phone number from Suddenlink to another service provider, Customer must place the order to transfer the Services through Customer's new service provider (and not through Suddenlink). Suddenlink will release Customer's phone number to Customer's new service provider, provided that:

- i. Customer's new service provider submits a properly completed transfer request to Suddenlink;
- ii. Customer's new service provider will accept transfer of the phone number without delay or charge to Suddenlink; and
- iii. Transfer of Customer's existing phone number to the new service provider would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.

c. Reserved Telephone Numbers. If Customer is receiving a new telephone number from Suddenlink, Suddenlink will reserve telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until Phone Service has been activated. The Customer has no property right in the telephone number associated with the Phone Service and Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of reserved numbers.

d. Directory and Non-Published Listings. Suddenlink will make reasonable efforts to accurately publish telephone customer list information, and prevent disclosure and publication of requested non-published listing information. IN NO EVENT SHALL THE SUDDENLINK PARTIES' LIABILITY FOR DAMAGES ARISING FROM ERRORS OR OMISSIONS IN THE MAKING UP OR PRINTING OF DIRECTORIES, FOR ERROR OR OMISSION ON INTERCEPT SERVICE, OR FOR ACCEPTING OR PUBLISHING LISTINGS AS PRESENTED BY CUSTOMER, EXCEED THE AMOUNT THAT ACTUALLY PAID TO SUDDENLINK TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD.

9. **Suddenlink Rights.** Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Phone Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Phone Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Phone Service, you have the right to cancel your Service. Your continued receipt of the Phone Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: June 19, 2020

EXHIBIT C

Residential Services Agreement

Customer ("You" or "Customer") agrees to be bound to this Residential Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"), other than those provided by Suddenlink Security. The Agreement includes the general terms of service set forth below, as well as the additional terms of service applicable to the specific Suddenlink Services and features to which you subscribe or have access, including the cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service"), support services and mobile apps, as are set forth below or at www.suddenlink.com/terms-and-policies and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the [Suddenlink Communications Privacy Policy](#) ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. For purposes of clarity, "Services" as defined herein excludes any services or equipment provided by Suddenlink Security, which are covered by a separate agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

[GENERAL TERMS OF SERVICE APPLICABLE TO SERVICES](#)

[ADDITIONAL TERMS OF SERVICE FOR VIDEO SERVICE](#)

[ADDITIONAL TERMS OF SERVICE FOR HIGH SPEED INTERNET SERVICES](#)

[ADDITIONAL TERMS OF SERVICE FOR PHONE SERVICE](#)

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICES

1. Payment of Charges. The charges for one month of Services, including any deposits, activation, installation and Equipment charges, are due upon installation of the Services or such other date as agreed by Suddenlink and You. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges) and other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. For instance, Customer will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Subscriptions: Your monthly subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIODS.

You may cancel Service(s) up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement

of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).

2. Additional Fees. In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees ("Schedule of Fees") is available at www.suddenlink.com/pricing-packages. Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.

3. Third Party Provider Charges. In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.

4. Taxes. Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

5. Early Termination Fees. If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Suddenlink any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink Communications and you agree to pay such fees.

6. Right to Make Credit Inquiries. Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.

7. Security Deposits. Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit and/or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

8. Disputed Charges. Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

9. Adjustments or Refunds. Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:

- a. due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service;
- b. due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities;
- c. due to the failure or malfunction of Customer-owned equipment or third party equipment;

- d. during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions;
- e. during a period in which Customer continues to use the Service on an impaired basis;
- f. during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or
- g. due to circumstances or causes beyond the control of Suddenlink.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.

10. Equipment and Software. Unless Suddenlink expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location(s) by or on behalf of Suddenlink ("Equipment"), network facilities, and software installed or provided by Suddenlink remains the property of Suddenlink, except that all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer, shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Customer will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Customer's residence or premises.

a. Misuse of Equipment. Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. The Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time.

g. Repair. Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required

software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Customer is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Customer and Suddenlink. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.

11. **Prohibitions.**

a. Residential Use. The Services provided under this Agreement are solely for Customer's personal, residential use and Customer shall not use Services for any commercial purpose. Suddenlink shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.

b. Theft of Service. Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

12. **Customer Liability for Users.** Customer must be at least eighteen years of age to subscribe to Services. Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's Services (each, a "User") understand and comply with all terms and conditions applicable to the Services.

13. **Access to Customer Premises.** Customer grants Suddenlink and its employees, agents, contractors, and representatives the right to access and otherwise enter Customer's premises and access Equipment, the wiring within Customer's premises and Customer's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage, or install or deliver Suddenlink provided Software. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof.

14. **Violations of this Agreement:** It shall be a violation of this Agreement for Customer or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

- a. Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed;
- b. Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
- c. Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service;
- d. Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent;
- e. Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
- f. The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.

15. **Termination.** Suddenlink may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Customer or a User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law.

16. **Effect of Termination by Suddenlink:** Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

17. **Content and Services:** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with

applicable law.

18. **Disclaimer:** Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

19. **Telephone Communications With You Regarding Your Account or Service:** You agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <http://www.suddenlink.com>.

20. **No Waiver.** The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.

21. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Suddenlink affiliates.

22. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Suddenlink Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

If Customer resides in a state which laws prevent Customer from taking full responsibility and risk for Customer's use of the Services and/or Equipment, Suddenlink's liability is limited to the greatest extent allowed by law.

23. **Indemnification.** Customer agrees to defend, indemnify and hold harmless the Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over

the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

24. Binding Arbitration. Please read this section carefully. It affects your rights.

Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior Agreement,
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDENLINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

a. Opting Out of Arbitration. **IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDENLINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDENLINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDENLINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDENLINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDENLINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDENLINK OR THE DELIVERY OF SUDDENLINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDENLINK.**

b. Pre-Arbitration Process.

i. Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at <https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf>. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes.

ii. 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

d. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential

or proprietary information, including Customer personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. Arbitration Fees. Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of \$10,000 or less. If You commence an arbitration seeking greater than \$10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. Governing Law. Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

25. **Governing Law.** Subject to Section 24.f above, this Agreement shall be governed by the laws of the state of New York.

26. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

29. **Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

30. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and [Acceptable Use Policy \("AUP"\)](#), the work/service order presented to You at time of installation ("Service Order") and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

31. **Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website (www.suddenlink.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check his or her postal mail, e-mail and all postings on the Suddenlink web site (www.suddenlink.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

Effective: September 19, 2019

ADDITIONAL TERMS OF SERVICE FOR VIDEO SERVICE. Customer understands and agrees that se of the Video Service is subject to the following additional terms of service ("Additional TV Terms"), which are incorporated into the Agreement:

1. **Third Party Apps.** In addition to providing video programming and video-related services, and interactive television services, certain Equipment provided in connection with the Video Services, including the Altice One/Altice One Mini ("Altice One Equipment") and Suddenlink digital cable box, may include or provide access to services, software or applications that are licensed, sold and/or provided to You by Third Party Providers ("Third Party App(s)"). Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be deemed to apply to any Third Party Apps and Your use of a Third Party App is subject to the terms and conditions of the license agreement between you and the licensor of that Third Party App. Customer acknowledges and agrees that Customer shall only use Third Party Apps on the Altice One Equipment that are authorized by Suddenlink.

2. **Voice Search.** Customer understands and agrees that when interacting with the Voice Search feature of the Altice One Equipment, we may collect and use information regarding your use of the Altice One Equipment. Customer understands and agrees that this information may include voice search data which may be transferred within the United States and/or other countries for storage, processing and/or use by Suddenlink's third party vendors.

3. **Use of Services.** The programs, content and other service provided through Suddenlink's Video Service must be utilized for use solely at the Customer 's residence, for purposes limited to other authorized activities and display on no more than the number of workstations/receivers at the Customer Locations as disclosed on the Service Order, provided that Customer may not directly or indirectly charge any fee as a condition to viewing the Service and that the Video Service is not duplicated, redistributed or accessed in violation of any applicable law.

4. **Programming.**

a. Notwithstanding anything to the contrary herein, the Suddenlink Video Service, including but not limited to all programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other services are subject to change in accordance with applicable law. In no event shall Suddenlink be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstances beyond Suddenlink's reasonable control. Customer acknowledges and agrees that it has no right to receive, and Suddenlink has no obligation to provide, any particular programming service or channel as part of Suddenlink's Video Service and that Customer is not entering into this agreement or purchasing Suddenlink's Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included as part of Suddenlink's Video Service.

b. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, in the event particular programming becomes unavailable, either on a temporary or permanent basis, due to a dispute between Suddenlink and a third party programmer, Suddenlink shall not be liable for compensation, damages (including compensatory, direct, indirect, incidental, special, punitive or consequential losses or damages), credits or refunds of fees for the missing or omitted programming. Customer's sole recourse in such an event shall be termination of the Suddenlink Video Service. The provisions of this paragraph shall not apply to programming to which a Customer subscribes on an a la carte basis (i.e. channels that are not part of a package or tier); provided, however, in that event Customer shall only be entitled to a pro rata credit of amounts pre-paid for the specific programming to which Customer subscribes on an a la carte basis.

5. Content. Customer understands and agrees that by using the Video Service, Customer or Users may be exposed to materials or content that may be offensive, sexually explicit or objectionable to Customer. Parental control devices are available upon Customer's request for use with the Video Service to block certain programming and/or filter certain content. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such parental control devices. Under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any programming content provided with the Video Service.

6. Security. Suddenlink has no obligation to track the Video Services provided to Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system the channel or Service selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the Video Services and/or to protect Suddenlink, its cable television system, Services, Equipment and/or Customers.

7. Signal Level. To maintain legal requirements for minimal signal levels at Customer's terminal, no more than one television or cable programming viewing device may be connected to a single cable receptacle.

8. Additional Features, Functionality and Tools. Altice may occasionally offer additional service features, functionality and tools, such as Altice One App, Suddenlink2GO, Cloud DVR or introduce tiers of service for existing features, such as Cloud DVR storage tiers. These features, functions, tools, and tiers of service may be further subject to specific terms of use and subject to change or removal at any time by Altice.

9. Suddenlink Rights. Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Suddenlink Video Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Suddenlink Video Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Suddenlink Video Service, you have the right to cancel your Service. Your continued receipt of the Suddenlink Video Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: August 24, 2020

ADDITIONAL TERMS OF SERVICE FOR HIGH SPEED INTERNET SERVICES. Customer understands and agrees that use of the High Speed Internet Service, which may include internet access services, on line video services, e-mail services, e-commerce, online content, features and other online services under the control of Suddenlink or its affiliates, is subject to the following additional terms of service ("Additional Internet Terms"), which are incorporated into the Agreement:

1. Authorized Connections. Suddenlink agrees to provide Customer with the number and type of High Speed Internet Service connection(s) at the Customer Locations as stated on the Service Order. Customer shall not exceed the number, types or location of such authorized connections.

2. Minimum Equipment. Customer agrees that the Customer Equipment utilizing the High Speed Internet Service must meet the minimum computer requirements outlined in the informational literature Suddenlink has provided and as may be amended from time to time. If Customer proceeds with the installation of or uses the High Speed Internet Service utilizing Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), Customer agrees that (i) Customer will not be entitled to customer support from Suddenlink relating to any issues other than the quality of the signal delivered to the Customer's receptacle, and (ii) Customer understands and agrees that Customer may not be able to successfully install, access, operate, or use the High Speed Internet Service with the Non-Recommended Configuration. CUSTOMER ACKNOWLEDGES THAT ANY INSTALLATION, ACCESS, OPERATION OR USE OF NON-RECOMMENDED CONFIGURATIONS COULD CAUSE DAMAGE TO CUSTOMER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S COMPUTER, PERIPHERALS, SOFTWARE, OR DATA. NEITHER SUDDENLINK NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

3. Upgrades. Customer acknowledges that the Equipment is merely a means through which the High Speed Internet Service is provided by Suddenlink and may be removed or changed by Suddenlink at its discretion as it deems appropriate, including through "uploads" to Customer's computer(s) or otherwise. Whether the cable modem is owned by Customer or Suddenlink, Suddenlink shall have the unrestricted right, but not the obligation, to upgrade the firmware in the cable modem at any time

that Suddenlink, in its sole discretion, determines it is necessary or desirable. Customer assumes all responsibility for any degradation in or problems from the failure to upgrade. Suddenlink does not represent, warrant or covenant that installation and modifications of peripheral devices, including Network cards, computer equipment, software, computer files and other system configuration files necessary to operate the High Speed Internet Service will not disrupt or delay the normal operations of Customer's computer device(s) or associated equipment. Suddenlink shall have no liability whatsoever for any loss, damage or outage resulting from the above. Upon Customer request and, at Suddenlink's sole discretion, for an additional charge, Suddenlink or its agents may install certain software, an extra cable receptacle, a cable modem and associated equipment for operation of the High Speed Internet Service. If installed by Suddenlink, Suddenlink shall use reasonable efforts to install the High Speed Internet Service to a fully operational status.

4. Back-Up. Customer agrees to either back-up all existing computer files prior to installation of any Equipment to Customer's computing device or accept sole responsibility for lost or damaged files, data or programs. In all events, Suddenlink shall have no liability whatsoever for any damage or loss or destruction of any of Customer's software, files, data or peripherals.

5. Acceptable Use Policy. Customer shall comply with all of Suddenlink's standards for acceptable use with respect to the High Speed Internet Service and other Services and shall refrain from any illegal and/or inappropriate activities, including without limitation as outlined in the AUP. The AUP will be updated from time to time and the latest version will supersede all prior versions. Please click here for the most updated [AUP](#).

6. Effect of Termination. Following the termination of Customer's High Speed Internet Service account for any reason, Suddenlink is authorized to delete any files, programs, data, e-mail addresses and e-mail messages associated with such account. Such deletion may include Customer forfeiting his/her account user names, all e-mail, IP and web space addresses. Any incoming e-mail to Customer's canceled account will not be forwarded to another account. Suddenlink shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

7. Network. Suddenlink utilizes a network that allows bi-directional access to the Internet. The network is not intended to protect Customers from hackers, viruses or other harmful elements that may result from participation in High Speed Internet Services, and as such, Customer should not rely on the network to provide such protection. Suddenlink may run third party virus check software or other protection measures over its network to scan e-mails or Internet activity; however, Suddenlink does not represent, warrant or covenant that such software will detect, repair or correct any or all viruses or other harmful code or software.

8. E-mail. Customer must adhere to the e-mail policies provided in the AUP. As part of the subscription to High Speed Internet Services, Customer will be provided with the ability to set up mail addresses for the number of e-mail addresses specified on Customer's Service Order. Customer is responsible for the set-up and proper usage of these addresses. All e-mail accounts within Customer's account are limited to 2.5 gigabytes of total storage space on the network, which can be apportioned across Customer's email account via the email preferences section. Suddenlink reserves the right to modify, delete or correct any accounts that exceed the megabyte limitation, and modify the size of Customer's storage space, at Suddenlink's sole discretion and without notice. To preserve e-mail for longer periods, Customer can set its e-mail account so that e-mail is automatically stored on Customer's computer's hard-drive when Customer opens it. Please check the Help section on Customer's e-mail access program (e.g., Outlook Express). Suddenlink reserves the right to place additional limitations on Customer's e-mails on the Suddenlink network, including without limitation, maximum message size, maximum number of recipients per message, and maximum number of messages per server connection. Suddenlink reserves the right to reclaim any and all inactive e-mail addresses and accounts from Customer at Suddenlink's sole discretion and without notice, whether such are inactive as a result of the termination or cancellation of High Speed Internet Service regardless of the reason for such cancellation or termination, or inactive as a result of a lack of access by Customer to the account and/or e-mail address for a period of ninety (90) days or greater. An email account is deemed active if: (1) Customer logs in to the Suddenlink website and navigates to the email inbox, or opens or sends an email message within 90 days of Customer's last email activity; (2) auto-forwarding of Customer's email is active within the prior 90 days; or (3) Customer logs in to their email account through an email client within 90 days of Customer's last login. If the foregoing activity is not found, the email account is deemed inactive, and all email content in the account is subject to deletion. Any inactive email account and the email contents are permanently deleted and unrecoverable from Suddenlink's servers. Suddenlink reserves the right to modify, delete, or otherwise correct any accounts that exceed either limitation as well as the right to modify any related retention periods.

9. Computer Security. Suddenlink may provide, offer for sale or subscription, or otherwise make available, software or services for e-mail filtering, anti-virus scanning and other e-mail security solutions for the convenience of Customers. Suddenlink shall not be responsible for nor have any liability with regard to the e-mail that Customer or its authorized Users receive, nor for any loss or filtered e-mail, nor for the failure to prevent virus delivery or infection. Suddenlink Parties are not responsible or liable for the forwarding or inability to forward e-mail sent to any other e-mail account. E-mails sent to suspended or terminated accounts may be returned to sender, ignored, deleted or stored temporarily at Suddenlink's sole discretion.

10. Personal Web Pages and Content. Customer may create personal web pages. Customer may not use the High Speed Internet Service for commercial or business purposes. On such personal web pages, Customer can design, maintain, and publish texts, diagrams, illustrations, audio clips and related materials for access by a global audience. Customer is solely responsible for any information, materials or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. Suddenlink and its affiliates reserve the right to refuse to post and/or to remove any information, materials or content, in whole

or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

11. Accuracy of Content. Customer understands and agrees that by using the High Speed Internet Service, Customer and/or User may be exposed to materials or content that is offensive, indecent, sexually explicit, objectionable, or that may violate federal, state or local laws, rules or regulations or may violate the protected rights of the Customer or others. Customer also understands that the technical processing and transmission of the High Speed Internet Service, including Customer's content or material, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will the Suddenlink Parties be liable in any way for any claims, losses, actions, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content, access to such content or material by Customer or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the High Speed Internet Service. Customer acknowledges that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. The Suddenlink Parties make no representation or warranty regarding the effectiveness of such programs.

12. Scheduled Service Repair, Maintenance or Upgrade. Suddenlink may from time to time schedule Service repair, maintenance or upgrades to provide Customer with High Speed Internet Service. Customer shall not receive High Speed Internet Service credits for such scheduled repairs, maintenance or upgrades. If there is a known and unscheduled High Speed Internet Service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to local law), Suddenlink, upon prompt notification of such failure to interruption by Customer, may provide Customer with a pro-rata credit relating to such failure or interruption. Suddenlink Parties will not be liable for any direct, incidental or consequential damages or losses from any interruption in High Speed Internet Service.

13. Changes to High Speed Internet Services. Suddenlink may also, at any time and in its sole discretion, without notice, change, add to or remove portions of the High Speed Internet Service (including, without limitation, content, functionality, hours of availability, Equipment requirements, speed, upstream and downstream limitations, Service features, storage capacity, and protocol filtering) and/or institute or otherwise change rates, fees and charges for the High Speed Internet Service. Suddenlink may notify Customer of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems, and/or browser bulletins, or walled garden (browser interruption). Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your High Speed Internet Service, you have the right to cancel your High Speed Internet Service. Your continued receipt of the High Speed Internet Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

14. Service Usage. Suddenlink has no obligation to track High Speed Internet Service usage of Customer; however, as a part of the provision of Service and in order to protect from unauthorized reception of Service, Suddenlink may track through its cable television system and/or network certain usage, usage patterns and/or selections indicated by Customer or other information necessary to satisfy any law or regulation to properly operate the High Speed Internet Service and/or to protect Suddenlink, its cable television system, network, Services, Equipment and/or Customers.

15. Network Integrity. Suddenlink reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying access to malicious domains, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.

16. Internet Access Speeds. Customer agrees that actual Internet speeds that are experienced at any time will vary based on a number of factors, including the capabilities of Customer's computer equipment, Internet congestion, the performance of network servers and routers, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management [tools and techniques](#) employed by Suddenlink.

17. Bandwidth, Data Storage and Other Limitations. Customer agrees to comply with Suddenlink's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by Suddenlink from time to time. Suddenlink's High Speed Internet Service may include a specific allowance of bandwidth consumption for use during each of your monthly billing cycles at no additional charge. Consumption of bandwidth in excess of the allowance will be charged an additional amount at the rates stated on your bill. Unused amounts of the bandwidth allowance expire at the end of your monthly billing cycle and do not carry over to subsequent billing cycles. It is your responsibility to secure your personal network, and monitor and manage your bandwidth usage, which you may check using the online usage monitor available through your individual account at www.suddenlink.net. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in Suddenlink's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede Suddenlink's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.

18. Sole Risk. Use of the High Speed Internet Services provided by Suddenlink, in addition to third-party products or services provided by or accessed through the High Speed Internet Service or the Internet is at Customer's sole risk and Customer acknowledges that the High Speed Internet Services are provided "**AS IS**." Accordingly, any information sent through or over the network is sent at Customer's sole risk.

19. Customer Security. When Customer's computer device is connected to a cable modem, it constitutes a "local" segment of the network. All of Customer's traffic to or from this local segment will be reflected by the cable modem in an unencrypted format onto the network (unless separate encryption technology is utilized) and will be subject to eavesdropping by third parties. Further, through the use of file and print sharing features, third parties outside of Customer's premises may be able to access Customer's computer devices across the network and access Customer's software, files and data. Any Customer who chooses to subscribe to Suddenlink's High Speed Internet Services and enables capabilities such as file sharing, print sharing or other capabilities that allow third party computer access, does so at his/her own sole risk. Customer is solely responsible for any security devices Customer chooses to connect or install on his/her computer device, in addition to any transmissions to or from Customer or its authorized Users. Suddenlink Parties shall not be liable or responsible for any unauthorized sharing, access, eavesdropping or any associated risks.

20. Additional Terms for Suddenlink-provided Wireless Router/Gateway and Wireless Access Point. Suddenlink-provided wireless routers, gateways, managed access points and Altice One devices (with built-in router/gateway) (each, a "Suddenlink Router/Gateway") are available to certain Customers and provide wireless access to the High Speed Internet Service within the Customer's residence ("Home Network"). Suddenlink Router/Gateways come programmed with certain default settings and configurations for the Home Network. Customers may modify certain of the default settings and configurations on the Suddenlink Router/Gateway although Suddenlink recommends maintaining the default configuration and settings. Suddenlink does not guarantee the security of the Suddenlink Router/Gateway and Customer's connection to the High Speed Internet Service via the Home Network. Customer understands and agrees that Customer is solely responsible for the security of his/her Home Network. Suddenlink Router/Gateways are preconfigured to distribute hotspots for additional Suddenlink wireless networks in addition to the Home Network, including Altice WiFi (each, a "Suddenlink Network Hotspot"). Suddenlink Network Hotspots are separate from the Home Network and are accessible by Optimum/Suddenlink internet customers, Altice Mobile customers and certain other authorized users. The Home Network is encrypted and has separate security settings from the Suddenlink Network Hotspots. Customer understands that simultaneous connections to both the Home Network and a Suddenlink Network Hotspot may not be available and that after a device is connected to the Home Network, the primary connection for the Customer and any devices using Customer's login credentials, while in the home, will be to the Home Network. Any use of bandwidth from such wireless access point by third parties, will not be considered to be use by the Customer for any purpose. The Suddenlink Router/Gateway will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Suddenlink to provide the High Speed Internet Service and support as well as for Altice's internal business analytics regarding the use of the High Speed Internet Service. Customer acknowledges and agrees that Suddenlink shall have access to the password associated with the Suddenlink Router/Gateway in order to provide support and diagnostic services. Suddenlink reserves the right to modify the password for the Suddenlink Router/Gateway in order to safeguard Internet security, the security and privacy of Customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the High Speed Internet Service, and protect the network, other users of the Internet, or our Customers. Suddenlink shall notify Customer of any such password modifications. Customer acknowledges that the Suddenlink Router/Gateway is Suddenlink Equipment.

In certain circumstances, a range extender or WiFi extender may be required to be installed and connected to the Suddenlink Router/Gateway in order to connect wirelessly to the High Speed Internet Service throughout Customer's residence. A monthly extender equipment fee may apply. Customer understands and agrees that where the Suddenlink Router/Gateway is a wireless router (as opposed to a gateway or Altice One device), and a range extender is required, the Suddenlink-recommended installation method is through a wired connection directly to the Suddenlink Router/Gateway. Customer understands and agrees that wireless router range extender installations are not recommended by Suddenlink and such wireless installations may not successfully resolve any or all wireless signal strength and/or wireless signal range-related issues (issue list not exhaustive). Suddenlink continues to recommend a wired installation to best resolve wireless connectivity issues within your service location.

21. Enforcement of Policy and AUP. Customer authorizes Suddenlink and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce this Agreement, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

22. Tracking Devices and Viruses. Customer acknowledges that accessing certain websites through the High Speed Internet Service may result in "cookies" and other tracking devices to be entered in Customer's computer equipment and stored on Customer's browser. It is Customer's responsibility to disable the entry of "cookies" or other tracking devices following procedures, if available, on Customer's browser. Customer further acknowledges that using the High Speed Internet Service may result in harmful viruses being downloaded and stored on Customer's computer. It is Customer's responsibility to protect Customer's computer and data from harmful viruses by installing firewall and other anti-virus software on Customer's computer.

ADDITIONAL TERMS OF SERVICE FOR PHONE SERVICE. Customer understands and agrees that use of the Phone Service is subject to the following additional terms of service ("Additional Phone Terms"), which are incorporated into the Agreement:

1. Limitations of Phone Service.

- a. Power/Network Outages. Customer acknowledges and understands that the Phone Service will not work if any of the necessary Equipment is unplugged or otherwise disconnected from necessary power sources. Customer further acknowledges and understands that the Phone Service may not function in the event of power failure or if Customer's broadband cable connection is disrupted or not working properly. Should there be an interruption to the power supply to Customer's home, the Phone Service may be powered by backup battery supply, but the inclusion of a battery backup does not ensure that the Phone Service will work in all circumstances. In the event that there is a loss of power or other problem that disrupts Suddenlink's network, Phone Service will not be available until the network is restored. Cordless telephones powered by electricity will not function during a power outage, even if the Phone Service is functioning properly. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT SUDDENLINK DOES NOT GUARANTEE THAT E911 OR 911 DIALING WILL BE AVAILABLE IN THE EVENT OF A POWER FAILURE OR FAILURE OF THE SUDDENLINK NETWORK.
- b. Enhanced 911 Service. Enhanced 911 ("E911"), or 911 service is a feature of the Phone Service. Prior to initiation of Phone Service, Customer must provide Suddenlink the valid street address where the Phone Service will be utilized ("Registered Address"). Customer agrees not to move the telephone cable modem ("EMTA") from the location it was originally installed. IF CUSTOMER MOVES THE EMTA FROM THE REGISTERED ADDRESS, CUSTOMER'S PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.
- c. Customer May Not "Opt-out" of Suddenlink's E911 Service. Customer acknowledges that pursuant to federal law the provision of E911 or 911 service to Customer is provided as an express condition of Service by Suddenlink. As a result E911 or 911 service is not an optional feature and customer may not "opt-out," or decline to accept, Suddenlink's E911 or 911 service.
- d. Resetting Equipment after a Power Failure. A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Phone Service or E911 or 911 dialing. A power failure may also include a battery failure in the EMTA. If Customer experiences a battery failure in the EMTA, customer may contact Suddenlink for instructions on how to obtain a new battery, if desired.
- e. Use of TDD or TTY Devices. Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired. Suddenlink does not guarantee or offer emergency services compatible with any TDD/TTY or other hearing impaired devices.
- f. Home Security Systems and other Non-voice Communications Equipment. Customer acknowledges that the Phone Service may not be compatible with certain third party home security, medical monitoring and other non-voice communications systems. It is the Customer's responsibility to test Customer's home security, medical monitoring system or other non-voice communications system. Customer acknowledges that these systems may not function properly in the event of a power outage or disruption in Suddenlink's broadband network service.
- g. Calling Plans. Customer expressly agrees that Customer will not have the option of subscribing to a "local only" or "long-distance only" service, nor will Customer be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Phone Service.

2. Service Charges Related To Phone Service.

- a. Usage-Based Charges. In addition to Customers monthly recurring charges, Customer agrees to pay Suddenlink for all usage-based charges including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or Suddenlink assisted calls.
- b. Taxes. The Customer is responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of Phone Service, all of which will be separately designated on Customer's invoice. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.
- c. Regulatory Fees. Customer also agrees to pay any applicable fees or payment obligations in connection with the Phone Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Phone Service and any regulatory fees that Suddenlink invoices Customer for to help defray Suddenlink's contribution to municipal, state and federal government programs in which Suddenlink participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. Suddenlink, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. The Suddenlink Parties shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.
- d. Surcharges. A surcharge may be imposed on charges for Phone Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Suddenlink's operations in any such state, or a tax on interstate access charges incurred by Suddenlink for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Suddenlink by virtue of, and measured by, the gross

receipts or revenues of Suddenlink in that state and/or payment of interstate access charges in that state. Surcharges may also be imposed for international directory assistance, international mobile termination fees charged by foreign wireless telecommunication providers, operator assisted calls, and calls made to premium services such as chat lines. Any applicable surcharge will be shown as a separate line item on the Customer's monthly invoice.

e. Charges Caused by Third Parties. Customer is responsible in all respects (including payment obligations) for all use of the Phone Service under Customer's account, whether or not Customer authorized the use of the Phone Service, including third party fraud. Customer will be responsible for ensuring that all use of the Phone Service under Customer's account fully complies with this Agreement.

f. Casual Calling Charges. Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

g. Pay-Per-Call/900 Calls. It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Suddenlink does not assist such providers in billing or collecting for their services, and Suddenlink will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

h. Wiring. Customer agrees that Suddenlink and its authorized agents may disconnect Customer's existing service to the local telephone company, and that Suddenlink or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on Customer's premises in order to connect the premises to the Phone Service.

3. Use of Phone Service.

a. Unlawful Use. Customer will not use the Phone Service for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Nor will Customer use any features, functions, or other inputs to the Phone Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Suddenlink may terminate Customer's Phone Service without notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use is unauthorized or fraudulent.

b. Prohibited Uses. Customer agrees to use the Phone Service for direct-dialed, person-to-person calls from the service location only. Customer agrees not to use the Phone Service for engineered calling to utilize the Phone Service solely for outbound calling, including utilizing call forwarding or any other calling feature to achieve outbound calling or for the completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Suddenlink or others to use Suddenlink's Network. Customer agrees not to use the Phone Service for any commercial reason, including telemarketing, call center services, medical transcription, facsimile broadcasting, resell purposes or other enterprise directed at receiving income or profit. If Customer uses the Phone Service for any other purpose, Suddenlink may immediately suspend, restrict or cancel your service without prior notice. Customer shall be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of the Phone Service.

c. Interference/Hazardous Conditions. Suddenlink may disconnect Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that Customer's use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Suddenlink may also disconnect Customer's Phone Service without prior notice if Suddenlink finds, in Suddenlink's sole judgment, that hazardous conditions exist that would make Customer's continued use of the Service unsafe.

4. Phone Numbers/Portability.

a. Switching to Suddenlink from Another Provider. If Customer is switching to Phone Service from another service provider, Customer may transfer Customer's existing phone number (if any) to the Phone Service, provided that the following conditions apply:

- i. Customer requests the phone number transfer when Customer places Customer's order for the Phone Service.
- ii. Customer provides complete and accurate information, including Customer's address, existing phone number and name of Customer's current service provider.
- iii. Customer's current service provider releases Customer's existing phone number, without delay and without imposing non-industry-standard charges on Suddenlink.
- iv. Transfer of Customer's existing phone number to the Phone Service would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.
- v. Customer acknowledges and agrees that if Customer's EMTA is self-installed before the date that the number transfer becomes effective ("Port Effective Date"), Customer should keep Customer's current phone service until after the Port Effective Date, after which Customer will be able both to make and to receive calls using the Phone Service. Customer acknowledges and agrees that to avoid an interruption in telephone service, Customer must have the EMTA installed on or before the Port Effective Date. Customer's current telephone service for the number that Customer is transferring will be disconnected on the Port Effective Date; if Customer's EMTA is not yet activated, Customer will not have access to Phone Service. Suddenlink will provide Customer with an estimate of the Port Effective Date at the time of service ordering or via e-mail following Customer's completion of the ordering process.

vi. In the event that the Customer desires to cancel or reschedule the date that the Customer desires Phone Service ("Customer Requested Due Date"), Customer must notify Suddenlink no later than three days prior to the Customer Requested Due Date in order to assure Customer will not experience interruption in telephone service.

vii. Customer acknowledges and agrees that it is Customer's responsibility to cancel Customer's existing long distance service in the event that Customer has separate long distance service and local service providers.

b. Switching from Suddenlink to Another Provider. To transfer Customer's phone number from Suddenlink to another service provider, Customer must place the order to transfer the Services through Customer's new service provider (and not through Suddenlink). Suddenlink will release Customer's phone number to Customer's new service provider, provided that:

i. Customer's new service provider submits a properly completed transfer request to Suddenlink;

ii. Customer's new service provider will accept transfer of the phone number without delay or charge to Suddenlink; and

iii. Transfer of Customer's existing phone number to the new service provider would not, in Suddenlink's sole discretion, violate applicable law or Suddenlink's processes and procedures.

c. Reserved Telephone Numbers. If Customer is receiving a new telephone number from Suddenlink, Suddenlink will reserve telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until Phone Service has been activated. The Customer has no property right in the telephone number associated with the Phone Service and Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of reserved numbers.

d. Directory and Non-Published Listings. Suddenlink will make reasonable efforts to accurately publish telephone customer list information, and prevent disclosure and publication of requested non-published listing information. IN NO EVENT SHALL THE SUDDENLINK PARTIES' LIABILITY FOR DAMAGES ARISING FROM ERRORS OR OMISSIONS IN THE MAKING UP OR PRINTING OF DIRECTORIES, FOR ERROR OR OMISSION ON INTERCEPT SERVICE, OR FOR ACCEPTING OR PUBLISHING LISTINGS AS PRESENTED BY CUSTOMER, EXCEED THE AMOUNT THAT ACTUALLY PAID TO SUDDENLINK TO LIST, PUBLISH, NOT LIST, OR NOT PUBLISH THE INFORMATION FOR THE AFFECTED PERIOD.

9. **Suddenlink Rights.** Suddenlink may, at any time and in its sole discretion, without notice, change, add to or remove portions of the Phone Service (including, without limitation, functionality, hours of availability, Equipment requirements, Equipment, and Services features), and/or institute or otherwise change rates, fees and charges for Phone Service, subject to applicable law. Suddenlink may notify Subscriber of any such changes as described in Section 31 of the Agreement, including by posting notice of such changes on Suddenlink's website (www.Suddenlink.com), by sending notice via email or postal mail to Customer's billing address, by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient and effective notice. If any material change negatively affects your Phone Service, you have the right to cancel your Service. Your continued receipt of the Phone Service for more than thirty (30) days after the change, however, will constitute your acceptance of the change.

Effective: June 19, 2020

EXHIBIT D

Residential General Terms and Conditions of Service

Subscriber (“**You**” or “**Subscriber**”) agree to be bound to these General Terms and Conditions of Service (“**Terms of Service**” or “**Agreement**”) with respect to all Optimum services (“**Service(s)**”) provided by CSC Holdings, LLC and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, “**Optimum**”), as well as the additional terms of service applicable to the specific Optimum services and/or features to which you subscribe or have access, as are set forth at www.optimum.net and may be updated from time to time, including the Additional Terms of Service for Optimum TV, Optimum Internet, Optimum WiFi, Optimum Phone, support services, mobile apps and Auto Pay (collectively, the “**Additional Terms of Service**”), which are incorporated into these Terms of Service by this reference. You further understand and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

- 1. Payment of Charges.** The charges for one month of Services, including any deposits, activation, installation and Equipment charges, plus pro rata charges, if any, for periods not previously billed, are due upon installation of the Services or such other date as agreed by Optimum and You. Thereafter, Subscriber agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast TV surcharges) and other government assessments no later than the date indicated on Subscriber’s bill. Charges for non-recurring Services or Equipment charges will be reflected on Subscriber’s subsequent bill at the then current applicable rates. For instance, Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law.

If Subscriber elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Subscriber authorizes Optimum to charge such accounts. If Subscriber elects to send a check as payment, Subscriber authorizes Optimum either to use information from Subscriber’s check to make a one-time electronic funds transfer from Subscriber’s bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Subscriber from Subscriber’s obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Subscriber’s premises and/or imposition of a late fee (“Late Fee”) in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Subscriber is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Subscriber has more than one account (Business and/or Residential) served by Optimum, all Optimum provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Charges. Your monthly subscription begins on the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).

2. **Additional Fees.** In addition to Subscriber's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees is available at optimum.net/pricing-packages ("**Schedule of Fees**"). Optimum reserves the right to amend or change the Schedule of Fees from time to time.
3. **Third Party Provider Charges.** In connection with Subscriber's use of the Services and Equipment, Subscriber may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Subscriber by third parties ("**Third Party Providers**"). Subscriber acknowledges that Subscriber may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Subscriber to the Third Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Subscriber and the Third Party Provider.
4. **Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
5. **Early Termination Fees.** If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Optimum any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
6. **Right to Make Credit Inquiries.** Subscriber acknowledges and agrees that Optimum may (a) verify Subscriber's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for

reasonable business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.

7. **Security Deposit.** Optimum may require a deposit or activation fee based on Subscriber's credit standing or past payment history with Optimum. A deposit and/or activation fee does not relieve the Subscriber of the responsibility for prompt payment of bills on presentation. Any security deposit given by Subscriber for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Optimum Equipment undamaged. Security deposits paid by Subscriber for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Subscriber shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Subscriber at the time the security deposit is collected.
8. **Disputed Charges.** Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Subscriber's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Subscriber of the disposition of the dispute.
9. **Adjustments or Refunds.** Any adjustment or refund, given in each case at Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Subscriber's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:
 - A. due to the negligence of or noncompliance with the provisions of the Terms of Service by Subscriber or any person authorized by customer to use the Service;
 - B. due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to Optimum's facilities;
 - C. due to the failure or malfunction of Subscriber-owned equipment or third party equipment;
 - D. during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
 - E. during a period in which Subscriber continues to use the Service on an impaired basis;
 - F. during any period when the interruption is due to implementation of a Subscriber order for a change in Service arrangements; or
 - G. due to circumstances or causes beyond the control of Optimum.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Subscriber are not claimed by Subscriber within one year of the date on which the amount became payable to Subscriber, Subscriber shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

10. **Equipment and Software.** Unless Optimum expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Optimum TV Box and other equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Optimum ("Equipment"), network facilities, and software installed or provided by Optimum remains the property of Optimum, except that all wiring on the Subscriber's side of the demarcation point at Subscriber's service location, whether installed by Optimum or by Subscriber, shall be Subscriber property and not Optimum Equipment, and repair and maintenance for such wiring is the responsibility of Subscriber unless otherwise agreed by Subscriber and Optimum. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Subscriber's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Subscriber will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Subscriber's residence or premises.
- A. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Subscriber agrees that neither Subscriber nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Subscriber will not remove any markings or labels from the Equipment. Subscriber agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Optimum) will not permit anyone other than an Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
 - B. **Return of Equipment.** If Subscriber's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Subscriber agrees that Subscriber no longer has the right to keep or use the Equipment and Subscriber must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Subscriber fails to return the Equipment, Subscriber will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Subscriber a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Subscriber. Any charge for unreturned Equipment shall be due immediately.
 - C. **Damaged or Lost Equipment.** If the Equipment is damaged by Subscriber, destroyed, lost or stolen while in Subscriber's possession, Subscriber is responsible for the cost of repair or replacement of the Equipment.
 - D. **Operation of Equipment.** Subscriber agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Subscriber responsible for damage to Equipment.
 - E. **Tests and Inspections.** Upon reasonable notification to the Subscriber, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth herein.

- F. **Software.** Subscriber agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("**Software**"). The Software shall be used solely in connection with the Services and Subscriber will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Subscriber's Service is terminated, Subscriber will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time.
- G. **Repair.** Optimum will repair and/or replace defective Equipment provided such damage was not caused by misuse, neglect or other fault of Subscriber. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Subscriber-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Subscriber Equipment") except that Optimum may automatically push required software or firmware updates directly to Subscriber Equipment when necessary for the provision of Optimum Service(s). Subscriber is responsible for the repair and maintenance of Subscriber Equipment. Subscriber is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Subscriber and Optimum. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Subscriber Equipment.

11. **Prohibitions.**

- A. **Residential Use.** The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. Optimum shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.
- B. **Theft of Service.** Subscriber shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Subscriber use the Services and/or Equipment to engage in any illegal or prohibited activity.

- 12. **Subscriber Liability for Users.** Subscriber must be at least eighteen years of age to subscribe to Services. Subscriber is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Subscriber's premises, equipment or account. Subscriber is responsible for ensuring that all persons who use Subscriber's Services (each, a "**User**") understand and comply with all terms and conditions applicable to the Services.
- 13. **Access to Subscriber Premises.** Subscriber grants Optimum and its employees, agents, contractors and representatives the right to access and otherwise enter the Subscriber's premises and to access Equipment, the wiring within Subscriber's premises and Subscriber's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage or install or deliver Optimum provided Software. Subscriber shall cooperate in providing such access upon request of Optimum. If Subscriber is not the owner of the premises, Subscriber warrants that Subscriber has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for

the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof.

14. **Violations of this Agreement.** It shall be a violation of this Agreement for Subscriber or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:
- A. Subscriber or any User fails to abide by Optimum's rules and regulations or to pay the charges billed;
 - B. Subscriber or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
 - C. Subscriber or any User engages in any illegal or prohibited activity in connection with their use of any Service;
 - D. Subscriber or any User harasses, threatens or otherwise abuses any Optimum employee or agent;
 - E. Subscriber or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
 - F. The amount of customer and/or technical support required to be provided to Subscriber or any User is excessive in the sole good faith discretion of Optimum.
15. **Termination.** Optimum may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Subscriber or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Subscriber may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law.
16. **Effect of Termination by Optimum.** Subscriber agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the Optimum Internet Service shall have no liability to Subscriber or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Subscriber or any former User. Subscriber further agrees that upon termination of any Service, Subscriber will immediately cease use of the Equipment and any Software, and; Subscriber will pay in full the charges for Subscriber's use of the Service and the Equipment through the later of: (i) Subscriber's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

17. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
18. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Optimum Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
19. **Telephone Communications With You Regarding Your Account or Service.** You agree that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <https://www.optimum.net>.
20. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
21. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Optimum affiliates.
22. **No Warranty; Limitation of Liability.** Subscriber expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Optimum Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Subscriber owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Subscriber's sole risk and Subscriber assumes total responsibility for Subscriber's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Subscriber owned- or provided-Equipment; or (iv) as to the security of Subscriber's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Subscriber's communications. Subscriber has the sole responsibility to secure Subscriber's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Subscriber and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Subscriber or anyone else using Subscriber's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Subscriber's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

If Subscriber resides in a state which laws prevent Subscriber from taking full responsibility and risk for Subscriber's use of the Services and/or Equipment, Optimum's liability is limited to the greatest extent allowed by law.

23. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless the Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Subscriber. Subscriber agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Subscriber's premises and further, Subscriber indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Subscriber; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Subscriber; and against all other claims arising out of any act or omission of Subscriber in connection with the Services or facilities provided by Optimum.

24. **Binding Arbitration. Please read this section carefully. It affects your rights.**

A. **Agreement to Arbitrate Disputes.** Any and all disputes arising between You and Optimum, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior Agreement; and

- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Optimum may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Optimum through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

- B. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU.**

IF YOU BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH OPTIMUM.

- C. Pre-Arbitration Process.**

- Notice Of Dispute.** A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) Your name; (2) the account number and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a

Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once you have written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to You at the billing address on file with the account.

- ii. **60 Day Wait Period.** Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). You and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, you may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

- D. **Commencing an Arbitration.** To commence an arbitration, You must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.
- E. **Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 24.c and 24.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered

by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Optimum agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

- F. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

- G. **Mass Arbitration Procedures.** If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. You agree to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the

authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

- H. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.
- I. **Waiver of Class and Representative Actions.** **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Optimum agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Optimum account holders, neither You nor Optimum may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.
- If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then You and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between You and Optimum proceeds to court rather than through arbitration, You and Optimum each waive the right to any trial by jury through this Agreement.
- J. **Amendments to this Arbitration Provision.** Notwithstanding any provision in the Agreement to the contrary, You and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between You and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must cease use of all Service(s) within 30 days and notify Optimum that You are canceling this Agreement.
- K. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

25. **Governing Law.** Subject to Section 24.h above, this Agreement shall be governed by the laws of the state of New York.
26. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the high speed internet service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).
29. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.
30. **Entire Agreement:** These Terms of Service, including the applicable Additional Terms of Service and Customer Privacy Notice, your work/service order and the Schedule of Fees constitute the entire agreement between the Subscriber and Optimum with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.
31. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of these Terms of Service at any time. Optimum may notify Subscriber of any such changes to these Terms of Service, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website, or by sending notice via email or postal mail to Subscriber's billing address, and/or by contacting the telephone number(s) on Subscriber's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Subscriber agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Subscriber about important information regarding the Services, the Privacy Notice and these Terms of Service by such methods, Subscriber agrees to regularly check his or her postal mail, e-mail and all postings on the Optimum web site (www.optimum.net) and Subscriber bears the risk of failing to do so. The Subscriber's continued use of the Service(s) following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such revision. If Subscriber does not agree to any revision of these Terms of Service, Subscriber must immediately cease use of all Services and notify Optimum that Subscriber is cancelling this Agreement in accordance with the then-current policy.

EXHIBIT E

Residential General Terms and Conditions of Service

Subscriber ("You" or "**Subscriber**") agree to be bound to these General Terms and Conditions of Service ("**Terms of Service**" or "**Agreement**") with respect to all Optimum services ("**Service(s)**") provided by CSC Holdings, LLC and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "**Optimum**"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which you subscribe or have access, as are set forth at www.optimum.net and may be updated from time to time, including the Additional Terms of Service for Optimum TV, Optimum Internet, Optimum WiFi, Optimum Phone, support services, mobile apps and Auto Pay (collectively, the "**Additional Terms of Service**"), which are incorporated into these Terms of Service by this reference. You further understand and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

1. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, installation and Equipment charges, plus pro rata charges, if any, for periods not previously billed, are due upon installation of the Services or such other date as agreed by Optimum and You. Thereafter, Subscriber agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast TV surcharges) and other government assessments no later than the date indicated on Subscriber's bill. Charges for non-recurring Services or Equipment charges will be reflected on Subscriber's subsequent bill at the then current applicable rates. For instance, Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law.

If Subscriber elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Subscriber authorizes Optimum to charge such accounts. If Subscriber elects to send a check as payment, Subscriber authorizes Optimum either to use information from Subscriber's check to make a one-time electronic funds transfer from Subscriber's bank account or to process the payment as a check transaction.

Failure to receive a bill does not release Subscriber from Subscriber's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Subscriber's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Subscriber is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a penalty, a credit service charge or a finance charge.

If the Subscriber has more than one account (Business and/or Residential) served by Optimum, all Optimum provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.

Monthly Charges. Your monthly subscription begins on the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Subject to restrictions under applicable law, any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).

2. **Additional Fees.** In addition to Subscriber's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees is available at optimum.net/pricing-packages ("**Schedule of Fees**"). Optimum reserves the right to amend or change the Schedule of Fees from time to time.
3. **Third Party Provider Charges.** In connection with Subscriber's use of the Services and Equipment, Subscriber may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Subscriber by third parties ("**Third Party Providers**"). Subscriber acknowledges that Subscriber may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Subscriber to the Third Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Subscriber and the Third Party Provider.
4. **Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
5. **Early Termination Fees.** If you cancel, terminate or downgrade the Service(s) before the completion of any required promotional term to which You agreed ("Initial Term"), you agree to pay Optimum any applicable early cancellation fee plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
6. **Right to Make Credit Inquiries.** Subscriber acknowledges and agrees that Optimum may (a) verify Subscriber's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable

business purposes; and (c) furnish information about you (including your social security number), your account(s) and your payment history to those credit reporting agencies.

7. **Security Deposit.** Optimum may require a deposit or activation fee based on Subscriber's credit standing or past payment history with Optimum. A deposit and/or activation fee does not relieve the Subscriber of the responsibility for prompt payment of bills on presentation. Any security deposit given by Subscriber for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Optimum Equipment undamaged. Security deposits paid by Subscriber for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Subscriber shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Subscriber at the time the security deposit is collected.
8. **Disputed Charges.** Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Subscriber's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Subscriber of the disposition of the dispute.
9. **Adjustments or Refunds.** Any adjustment or refund, given in each case at Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. Except as otherwise expressly provided in this Agreement, the liability of Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Subscriber's Service charges and associated Equipment fees for a regular billing period ("Maximum Credit"). No credit allowance will be made for interruptions of Service that are:
- A. due to the negligence of or noncompliance with the provisions of the Terms of Service by Subscriber or any person authorized by customer to use the Service;
 - B. due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to Optimum's facilities;
 - C. due to the failure or malfunction of Subscriber-owned equipment or third party equipment;
 - D. during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions,
 - E. during a period in which Subscriber continues to use the Service on an impaired basis;
 - F. during any period when the interruption is due to implementation of a Subscriber order for a change in Service arrangements; or
 - G. due to circumstances or causes beyond the control of Optimum.

Limitation of Refund. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Subscriber are not claimed by Subscriber within one year of the date on which the amount became payable to Subscriber, Subscriber shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

10. **Equipment and Software.** Unless Optimum expresses otherwise in writing, all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Optimum TV Box and other equipment distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Optimum ("Equipment"), network facilities, and software installed or provided by Optimum remains the property of Optimum, except that all wiring on the Subscriber's side of the demarcation point at Subscriber's service location, whether installed by Optimum or by Subscriber, shall be Subscriber property and not Optimum Equipment, and repair and maintenance for such wiring is the responsibility of Subscriber unless otherwise agreed by Subscriber and Optimum. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Subscriber's service location. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Subscriber will acquire no ownership or other interest in the Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Equipment or network facilities to Subscriber's residence or premises.
- A. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Subscriber agrees that neither Subscriber nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Subscriber will not remove any markings or labels from the Equipment. Subscriber agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Optimum) will not permit anyone other than an Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- B. **Return of Equipment.** If Subscriber's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Subscriber agrees that Subscriber no longer has the right to keep or use the Equipment and Subscriber must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Subscriber fails to return the Equipment, Subscriber will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Subscriber a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Subscriber. Any charge for unreturned Equipment shall be due immediately.
- C. **Damaged or Lost Equipment.** If the Equipment is damaged by Subscriber, destroyed, lost or stolen while in Subscriber's possession, Subscriber is responsible for the cost of repair or replacement of the Equipment.
- D. **Operation of Equipment.** Subscriber agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Subscriber responsible for damage to Equipment.
- E. **Tests and Inspections.** Upon reasonable notification to the Subscriber, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Subscriber is complying with the requirements set forth herein.

- F. Software. Subscriber agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("**Software**"). The Software shall be used solely in connection with the Services and Subscriber will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Subscriber's Service is terminated, Subscriber will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time.
- G. Repair. Optimum will repair and/or replace defective Equipment provided such damage was not caused by misuse, neglect or other fault of Subscriber. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Subscriber-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, that may be connected to the Services ("Subscriber Equipment") except that Optimum may automatically push required software or firmware updates directly to Subscriber Equipment when necessary for the provision of Optimum Service(s). Subscriber is responsible for the repair and maintenance of Subscriber Equipment. Subscriber is also responsible for the repair and maintenance of inside wiring at the service location unless otherwise agreed by Subscriber and Optimum. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Subscriber Equipment.

11. **Prohibitions.**

- A. Residential Use. The Services provided under this Agreement are solely for Subscriber's personal, residential use and Subscriber shall not use Services for any commercial purpose. Optimum shall have the right to determine, in its sole discretion, what constitutes a "commercial" purpose.
- B. Theft of Service. Subscriber shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Subscriber use the Services and/or Equipment to engage in any illegal or prohibited activity.

- 12. **Subscriber Liability for Users.** Subscriber must be at least eighteen years of age to subscribe to Services. Subscriber is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Subscriber's premises, equipment or account. Subscriber is responsible for ensuring that all persons who use Subscriber's Services (each, a "**User**") understand and comply with all terms and conditions applicable to the Services.

- 13. **Access to Subscriber Premises.** Subscriber grants Optimum and its employees, agents, contractors and representatives the right to access and otherwise enter the Subscriber's premises and to access Equipment, the wiring within Subscriber's premises and Subscriber's computer(s) and other devices to install, connect, inspect, maintain, repair, replace, disconnect, remove or alter the Equipment, check for signal leakage or install or deliver Optimum provided Software. Subscriber shall cooperate in providing such access upon request of Optimum. If Subscriber is not the owner of the premises, Subscriber warrants that Subscriber has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the

purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof.

14. **Violations of this Agreement.** It shall be a violation of this Agreement for Subscriber or any User: (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:
- A. Subscriber or any User fails to abide by Optimum's rules and regulations or to pay the charges billed;
 - B. Subscriber or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
 - C. Subscriber or any User engages in any illegal or prohibited activity in connection with their use of any Service;
 - D. Subscriber or any User harasses, threatens or otherwise abuses any Optimum employee or agent;
 - E. Subscriber or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or
 - F. The amount of customer and/or technical support required to be provided to Subscriber or any User is excessive in the sole good faith discretion of Optimum.
15. **Termination.** Optimum may terminate this Agreement, disconnect any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including, but not limited to, if Subscriber or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Subscriber may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law.
16. **Effect of Termination by Optimum.** Subscriber agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the Optimum Internet Service shall have no liability to Subscriber or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Subscriber or any former User. Subscriber further agrees that upon termination of any Service, Subscriber will immediately cease use of the Equipment and any Software, and; Subscriber will pay in full the charges for Subscriber's use of the Service and the Equipment through the later of: (i) Subscriber's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

17. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
18. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Optimum Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
19. **Telephone Communications With You Regarding Your Account or Service.** You agree that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <https://www.optimum.net>.
20. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.
21. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Subscriber, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Services may be provided by one or more legally authorized Optimum affiliates.
22. **No Warranty; Limitation of Liability.** Subscriber expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) the Optimum Parties are not responsible or liable for any loss or impairment of service due in whole or in part to Subscriber owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Subscriber's sole risk and Subscriber assumes total responsibility for Subscriber's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Subscriber owned- or provided-Equipment; or (iv) as to the security of Subscriber's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Subscriber's communications. Subscriber has the sole responsibility to secure Subscriber's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Subscriber and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Subscriber or anyone else using Subscriber's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Subscriber's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party.

If Subscriber resides in a state which laws prevent Subscriber from taking full responsibility and risk for Subscriber's use of the Services and/or Equipment, Optimum's liability is limited to the greatest extent allowed by law.

23. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless the Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Subscriber. Subscriber agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Subscriber's premises and further, Subscriber indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Subscriber; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Subscriber; and against all other claims arising out of any act or omission of Subscriber in connection with the Services or facilities provided by Optimum.

24. **Binding Arbitration. Please read this section carefully. It affects your rights.**

A. **Agreement to Arbitrate Disputes.** Any and all disputes arising between You and Optimum, or Your or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- Claims that arose before this or any prior Agreement; and

- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either You or Optimum may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Your dispute with Optimum through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

- B. Opting Out of Arbitration. IF YOU HAVE BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO YOU.**

IF YOU BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF YOU BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF YOUR OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 200 Jericho Quadrangle, Jericho, NY 11753, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE YOUR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT YOU ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30 DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH OPTIMUM.

C. Pre-Arbitration Process.

- Notice Of Dispute.** A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) Your name; (2) the account number and service address; (3) an email address and telephone number at which You may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if You have retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, You may download a Notice of

Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once you have written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. Optimum will send any Notice of Dispute to You at the billing address on file with the account.

- ii. **60 Day Wait Period.** Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). You and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, you may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

- D. **Commencing an Arbitration.** To commence an arbitration, You must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.
- E. **Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between You and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 24.c and 24.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered

by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Optimum agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

- F. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If You initiate an arbitration, You will be responsible for paying a portion of the arbitration fees as follows: If You are seeking claims of \$1,000 or less, Your share of the fees will be capped at \$100, and If you are seeking claims of between \$1,001-\$10,000, Your share of such fees will be capped at \$200. If You are seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

- G. **Mass Arbitration Procedures.** If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. You agree to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the

authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

- H. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.
- I. **Waiver of Class and Representative Actions.** **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.** You and Optimum agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Optimum account holders, neither You nor Optimum may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing.
- If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then You and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between You and Optimum proceeds to court rather than through arbitration, You and Optimum each waive the right to any trial by jury through this Agreement.
- J. **Amendments to this Arbitration Provision.** Notwithstanding any provision in the Agreement to the contrary, You and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between You and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify you of amendments to this arbitration provision in the manner described in Section 31. If you do not agree to the revisions, you must cease use of all Service(s) within 30 days and notify Optimum that You are canceling this Agreement.
- K. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

25. **Governing Law.** Subject to Section 24.h above, this Agreement shall be governed by the laws of the state of New York.

26. **Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

27. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the high speed internet service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
28. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).
29. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.
30. **Entire Agreement:** These Terms of Service, including the applicable Additional Terms of Service and Customer Privacy Notice, your work/service order and the Schedule of Fees constitute the entire agreement between the Subscriber and Optimum with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.
31. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of these Terms of Service at any time. Optimum may notify Subscriber of any such changes to these Terms of Service, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website, or by sending notice via email or postal mail to Subscriber's billing address, and/or by contacting the telephone number(s) on Subscriber's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Subscriber agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Subscriber about important information regarding the Services, the Privacy Notice and these Terms of Service by such methods, Subscriber agrees to regularly check his or her postal mail, e-mail and all postings on the Optimum web site (www.optimum.net) and Subscriber bears the risk of failing to do so. The Subscriber's continued use of the Service(s) following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such revision. If Subscriber does not agree to any revision of these Terms of Service, Subscriber must immediately cease use of all Services and notify Optimum that Subscriber is cancelling this Agreement in accordance with the then-current policy.